

**PLAINTIFF'S EXHIBIT 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

ROSS ROLEY,

Plaintiffs,

v.

NATIONAL PROFESSIONAL  
EXCHANGE, INC., *et al.*,

Defendants.

Case No.: 8:18-cv-00152-TDC

**RULE 56 AFFIDAVIT OF PLAINTIFF ROSS ROLEY**

I, Ross Roley, do solemnly swear under the penalty of perjury and on personal knowledge that the foregoing is true and correct:

1. I am an adult male over eighteen (18) years of age, and I currently reside at 98-708 Nohoapuni Place, Aiea, Hawaii.

2. From 1976-1980, I attended the United States Air Force Academy and graduated with a Bachelor of Science in Mathematics. In 1984, I obtained a Master's Degree in Operations Research from the Air Force Institute of Technology. I served in the United States Air Force until 2008, retiring at the rank of Colonel.

3. I am presently employed as a Senior Military Analyst with Battelle Memorial Institute. Pursuant to Title IV of the Intergovernmental Personnel Act of 1970, ("IPA"), on or about June 15, 2018, I was assigned to work at U.S. Indo-Pacific Command, ("PACOM"), at Camp H.M. Smith in Honolulu, Hawaii, as an Energy Innovation Office Lead. My present IPA assignment agreement expires on June 14, 2020.

4. Prior to my employment with National Professional Exchange Inc., ("NPX"), I was employed by Cubic Applications, Inc., as a government contractor.

5. On or around March 2011, I began looking for an organization where I could work under an IPA assignment agreement at PACOM. On or around this time, the Chief of the Innovation and Experimentation Division at PACOM recommended that I contact NPX about an IPA assignment opportunity.

6. On or around September 2011, I contacted NPX and spoke with Sharon Bell, NPX's Managing Director, about pursuing any available opportunities with the Company to work on assignment at PACOM under an IPA agreement.

7. On or around December 1, 2011, I was hired by NPX as an employee. Upon my hire at NPX, NPX provided me with an employee handbook and required me to complete state and federal forms for tax withholding purposes.

8. From December 1, 2011, through November 30, 2012, I worked at Camp H.M. Smith as an NPX contractor on projects concerning energy innovation.

9. On November 16, 2012, I executed an IPA assignment agreement with NPX and PACOM whereby I was to be temporarily assigned to work at PACOM, J8 Resources and Assessment Directorate, from December 1, 2012, through November 30, 2014, as an Energy Office Lead. The terms of my IPA assignment agreement expressly provided for the duration of the assignment and the compensation and benefits, including reimbursement for business-related travel expenses. NPX was responsible for paying my salary and reimbursing me for business-related travel expenses incurred, as my employer, while on assignment at PACOM.

10. During my employment with NPX, I executed three separate IPA assignment agreements. The first IPA assignment agreement ran from approximately December 1, 2012, through approximately November 30, 2014. The second IPA assignment agreement ran from approximately December 1, 2014, through approximately November 30, 2015. And the last IPA

assignment agreement ran from approximately December 1, 2015, through approximately November 30, 2016.

11. While in the employ of NPX and on assignment at PACOM, I frequently traveled to the State of Maryland for business-related purposes. All such travel was reimbursable. Specifically, I traveled to Maryland on approximately the following dates to attend various energy conferences: (1) February 26-30, 2012, in National Harbor, Maryland, to attend the ARPA-e Energy Innovation Summit; (2) February 25-28, 2013, in National Harbor, Maryland, to attend the ARPA-e Energy Innovation Summit; (3) November 5-8, 2013, in Rockville, Maryland, to attend the Industrial Control Systems Joint Working Group; (4) February 24-27, 2014, in National Harbor, Maryland, to attend the ARPA-e Energy Innovation Summit; (5) February 8-13, 2015, in National Harbor, Maryland, to attend the ARPA-e Energy Innovation Summit; (6) June 15-20, 2016, in National Harbor, Maryland, to attend the TechConnect World Innovation Summit; and (7) February 29, 2016, through March 3, 2016, in National Harbor, Maryland, to attend the ARPA-e Energy Innovation Summit. For each and every business trip to Maryland, I submitted my travel-related expenses to NPX for reimbursement. NPX never denied me reimbursement for any of the above identified business-related trips to Maryland.

12. On or around September 2016, I discovered that NPX had failed to properly reimburse me for many work-related travel expenses, pursuant to the terms of my IPA assignment agreement. On or around this same time, I also discovered that NPX had failed to pay to me the correct wages specified in my IPA assignment agreements.

13. On or around this time, I complained to Ms. Bell, NPX's Managing Director, regarding the underpayment of my wages and NPX's failure to reimburse me for business-related travel expenses incurred. I contacted Ms. Bell regarding these matters via e-mail and telephone

because Ms. Bell was the individual at NPX who was in charge of NPX's payroll and travel reimbursements.

14. On March 31, 2017, I sent to Ms. Bell proof of NPX's underpayment of my wages and un-reimbursed travel expenses via certified mail.

15. I have never been employed directly with PACOM as a civil service employee. PACOM never provided me with a W2. I only received W2s from NPX. At all times relevant to this action, I was in the employ of NPX.

2 Dec 2019  
Date

Ross Roley  
Ross Roley

SUBSCRIBED AND SWORN to before me this 2<sup>nd</sup> day of DECEMBER, 2019.

Isreal E. Jenkins  
NOTARY PUBLIC

My Commission Expires: 5 June 2021

Doc. Date: 2 DEC 19 # of Pages: 2  
Isreal E. Jenkins First Judicial Circuit  
Doc. Description: \_\_\_\_\_

AFFIDAVIT  
\_\_\_\_\_  
Isreal E. Jenkins 2 DEC 19  
Notary Signature Date  
NOTARY CERTIFICATION





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# Transcript of Sharon Jean Bell, Designated Representative and Individually

**Date:** September 12, 2019

**Case:** Roley -v- National Professional Exchange, Inc., et al.

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1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF MARYLAND

3 ROSS ROLEY, :

4 Plaintiffs, :

5 v. : Case No.:

6 NATIONAL PROFESSIONAL : 8:18-cv-00152-TDC

7 EXCHANGE, INC., et al., :

8 Defendants.:

9 -----

10 Deposition of NATIONAL PROFESSIONAL EXCHANGE, INC.,

11 By and through its Designated Representative,

12 SHARON JEAN BELL,

13 and Individually

14 Baltimore, Maryland

15 Thursday, September 12, 2019

16 10:43 a.m.

17  
18  
19  
20 Job No.: 259802

21 Pages: 1 - 67

22 Reported By: Dawn M. Hart, RPR/RMR/CRR

Transcript of Sharon Jean Bell, Designated Representative and Individually  
Conducted on September 12, 2019

2

1 Deposition of National Professional Exchange,  
2 Inc., by and through its Designated Representative,  
3 Sharon Jean Bell, and individually, held at the  
4 law offices of:

5  
6 FERGUSON, SCHETELICH & BALLEW, P.A.

7 100 South Charles Street

8 Suite 1401

9 Bank of America Center

10 Baltimore, Maryland 21201-2725

11 (410) 837-2200  
12  
13  
14  
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17

18 Pursuant to Notice, before Dawn M. Hart,  
19 RPR/RMR/CRR and Notary Public in and for the State of  
20 Maryland.  
21  
22

Transcript of Sharon Jean Bell, Designated Representative and Individually  
Conducted on September 12, 2019

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1 A P P E A R A N C E S

2 ON BEHALF OF THE PLAINTIFF:

3 MATTHEW KREISER, ESQUIRE  
4 JOSEPH, GREENWALD & LAAKE, PA  
5 6404 Ivy Lane  
6 Suite 400  
7 Greenbelt, Maryland 20770  
8 (301) 220-2200

9

10 ON BEHALF OF THE DEFENDANTS:

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16 Baltimore, Maryland 21201-2725  
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**SUMMARY JUDGMENT J.R. 9**

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E X H I B I T S (Continued)

(Exhibits are attached to the transcript.)

NPX DEPOSITION EXHIBITS PAGE

Exhibit 7 NPX Answers to Roley's First Set 55  
of Interrogatories

S. BELL DEPOSITION EXHIBIT PAGE

Exhibit 1 Bell's Answers to Roley's First 57  
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1

P R O C E E D I N G S

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SHARON JEAN BELL

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being first duly sworn or affirmed to  
testify to the truth, the whole truth, and nothing but  
the truth, was examined and testified as follows:

EXAMINATION BY COUNSEL FOR THE PLAINTIFF  
BY MR. KREISER:

Q Good morning.

Could you please state your full legal name  
for the record?

A Sharon Jean Bell.

Q Ms. Bell, my name is Matt Kreiser. I  
represent Plaintiff Ross Roley in his action against  
National Professional Exchange, Incorporated, and  
yourself in your individual capacity. I'm going to  
ask you a series of questions related to the claims at  
issue in this case.

Because this deposition is being  
transcribed, I ask that you please refrain from  
nodding your head yes or shaking your head no.

Additionally, I'll try to allow you to  
finish your answer to my question before asking you

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 another question. This is so we have a clear  
2 transcript.

3 Is that agreeable?

4 A Yes.

5 Q Okay. If you do not understand my question,  
6 ask me to repeat it or rephrase it, and I'll try to  
7 repeat and/or rephrase the question. But if you  
8 answer my question, I'm going to assume that you  
9 understood the question.

10 Is that okay?

11 A Yes.

12 Q And if you need to take a break, just let me  
13 know, but if we have a question pending, I'm going to  
14 ask that you answer it before we take a break.

15 Is that okay?

16 A Yes.

17 Q Okay. I take it by your responses you  
18 understand and speak the English language and you  
19 understand what I'm saying?

20 A Yes, I speak English.

21 Q Okay. Thought so.

22 Do you have any questions before we begin?



Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1           A       No, I do not.

2           Q       Okay. You understand that you are  
3       testifying here today on behalf of National  
4       Professional Exchange Corporation in its capacity as  
5       its corporate designee?

6           A       Yes.

7           Q       Okay. And you understand that you will also  
8       be testifying in your own individual capacity today on  
9       certain matters?

10          A       Yes.

11          Q       Okay. And counsel sitting next to you  
12       represents both National Professional Exchange  
13       Corporation, which I'm going to refer to "NPX." It's  
14       a -- save me the time.

15                   Is that okay?

16          A       Yes.

17          Q       Okay. He represents both NPX and yourself  
18       in this matter, correct?

19          A       Yes.

20          Q       Okay. And you understand that your answers  
21       as the designee of NPX will be based not only on your  
22       personal knowledge, but also based upon all the

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 information that is known or reasonably available to  
2 be known by NPX.

3 Do you understand?

4 A Yes.

5 Q Are you presently on any medications that  
6 could affect your testimony here today?

7 A Well, I am on a lot of medications, but I do  
8 not think that it will affect my testimony.

9 Q Okay. So you don't have any reason to  
10 believe that any testimony you've given here -- have  
11 given or will give here today will be affected one way  
12 or the other by the medications?

13 A No.

14 Q Okay, excellent.

15 And you understand as the designee for NPX  
16 your answers here today will be binding upon the  
17 corporation?

18 A Yes.

19 Q Okay. Did you review any documents in  
20 preparation for your deposition?

21 A Yes.

22 Q Okay. Which documents?

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1           A     I went over corporate documents. Basically,  
2     what you have. The documents of the company, that you  
3     had requested.

4           Q     Okay. So the documents you reviewed were  
5     the ones produced to us during discovery; is that  
6     correct?

7           A     Correct.

8           Q     Did you speak with anybody today regarding  
9     your testimony other than your attorney?

10          A     No, sir.

11          Q     As we go along, if you need to refer to a  
12     document, let me know, and we'll have it entered into  
13     the record and then have you review the document if  
14     you need to review it, okay?

15          A     Okay.

16                 (NPX Exhibit 1 was marked for identification  
17     and is attached to the transcript.)

18          Q     What I've handed you has been marked NPX  
19     Exhibit 1 for identification.

20                 Have you seen this document before?

21          A     Yes.

22          Q     Okay. What is it?

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1           A       This would be -- this is a Notice Deposition  
2 of me being the corporate designee.

3           Q       Okay. And have you read it before today?

4           A       Yes.

5           Q       And are you prepared to give testimony today  
6 about each of the topics identified in this Notice?

7           A       Yes.

8           Q       Okay. Now, outside of yourself, is there  
9 anybody that would know or have more information  
10 regarding any of the topics identified in the Notice?

11          A       Not that I'm aware of.

12          Q       Okay. What's your educational background?

13          A       I have a degree in accounting, an  
14 associate's degree in accounting.

15          Q       Okay. Where did you receive your  
16 associate's?

17          A       Bryant & Stratton.

18          Q       Okay. When did you receive that Associate's  
19 Degree?

20          A       I don't even remember. '86, '87, '88. I  
21 don't know, so many years ago.

22          Q       It was a while ago?



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1           A     Yeah, yeah. Just irrelevant to me, really,  
2     I mean. So no, I don't even recall the date.

3           Q     Do you have any other degrees or  
4     certifications of any sort?

5           A     No other degrees. I mean, certifications,  
6     I've done, you know, certs in this and that.

7           Q     What are some of the certifications you've  
8     done?

9           A     I mean, I think like maybe a Microsoft. I  
10    might have taken a Microsoft. I've taken maybe a  
11    class for government contracting, just to -- I don't  
12    recall the names of the classes, just different  
13    classes you can get certifications for.

14          Q     Did you receive any other certifications  
15    outside of your associate's in accounting or --

16          A     No.

17          Q     Any other kind of financial course did you  
18    take?

19          A     No.

20          Q     So like no certifications as a tax preparer  
21    or anything like that?

22          A     Oh, at one time, maybe. I think when I was

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 18 I was certified to do taxes.

2 Q So was I.

3 A I do recall that.

4 Q Okay. So testifying as NPX's designee, what  
5 was your title at NPX?

6 A I was the Managing Director for NPX.

7 Q Okay. What were your job duties as the  
8 Managing Director?

9 A I oversaw the office staff, the day-to-day  
10 operations. I worked with Department of Defense in  
11 coordinating the IPA agreements.

12 Q So you worked with the Government agencies  
13 in coordinating the IPAs and individuals from NPX to  
14 be assigned to those respective Federal agencies?

15 A No. The agency would contact me and -- for  
16 example, if the agency -- PACOM contacted me and said  
17 I would like to hire Ross Roley.

18 Q Okay. We'll get a little more into that.

19 A Yeah. So it's reverse of what you said.

20 Q Okay. So -- but in your capacity, you  
21 worked with the Federal agencies for the IPA  
22 agreements?

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1 A I worked with the Federal agencies, yes.

2 Q On behalf of NPX?

3 A On behalf of NPX.

4 Q Okay. What type of business does NPX  
5 operate?

6 A NPX is a not for profit.

7 Q So it's a 501(c)(3) under the IRS code?

8 A 501(c)(6).

9 Q 501(c)(6), okay.

10 So just generally, what is NPX's operation,  
11 what's its business?

12 A Basically, it's a think tank. You have a  
13 think tank of experts and the members, which the  
14 members would be the contractors, you know, the  
15 contractors always want to know what the IPAs are  
16 doing.

17 Q Okay. So what's -- can you go into a little  
18 bit more about who a member is?

19 A A member might be BAE, might be SCRA, might  
20 be Booz Allen. It could be any one of the Government  
21 contractors who are working with DOD. I haven't --  
22 honestly, I cannot recall the list of members. We had

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 a very small member; we were trying to grow it. It  
2 really was not one of my main focuses.

3 On our website you could sign up for  
4 membership. A lot of Government contractors would  
5 sign up for membership.

6 Q So membership with NPX --

7 A Uh-huh.

8 Q -- as a member organization?

9 A Yes.

10 Q Okay. So how does this work? Explain to  
11 me, or educate me, so to speak, how does it work  
12 between the IPAs, the member organizations and  
13 Government entities as far as personnel going to these  
14 Government entities.

15 A As an IPA going into a Government entity?

16 Q Uh-huh.

17 A The Government entity would have a need, it  
18 would be something -- it would have to be something  
19 unusual. It couldn't be something like my skill set I  
20 don't qualify, you don't qualify, million to one  
21 everybody has our skill set. It has to be a skill set  
22 that is uncommon to even qualify to be an IPA, first



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1 of all. So to get into the program.

2 So the Government would have a need, and  
3 they would outsource -- they would find the  
4 individual, so whatever their need was, they would  
5 find an individual.

6 Now they need to hire the individual, but  
7 they can't hire this individual in typical manner.  
8 It's a short-term assignment. It's typically not to  
9 last any more than six years. Usually they go on  
10 two-year assignments at a time. And you cannot be on  
11 the same assignment any more than six years.

12 Q So the person that's assigned under an IPA  
13 agreement does not become the employee of that Federal  
14 agency, correct?

15 A They go on detail to that Federal agency.

16 Q Okay. And when we reference "IPA," we're  
17 talking about the Interpersonnel Governmental --  
18 Interpersonnel -- I'm sorry, Intergovernmental  
19 Personnel Act, correct?

20 A Correct.

21 Q Is NPX an entity or agency of the State --  
22 of any state or Federal Government?

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1 A We are considered "Other."

2 Q Okay.

3 A "Other." If you look at the regulations  
4 under the IPA, you have Federal, State, Other. We are  
5 "Other." Tribal -- Indian tribes is another "Other."

6 Q So you're not like an arm of the State of  
7 Maryland?

8 A No, we are not.

9 Q Okay. And in what state is NPX  
10 incorporated?

11 A Nevada.

12 Q Why was Nevada chosen?

13 A That would be a John Harris question. He is  
14 the one who -- he always liked to use Nevada. I guess  
15 easy for him to do paperwork.

16 Q Who's John Harris?

17 A He was the -- I think he was the original  
18 Treasurer. But he -- he's the one who filed all the  
19 paperwork.

20 Q Do you remember what year NPX was  
21 incorporated in Nevada?

22 A Let me think for a second. 2006, maybe.

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1 2004 -- I don't know.

2 Q Would it be fair to say on or around about  
3 15 years ago?

4 A Yes.

5 Q Have you been with NPX since its inception?

6 A Yes. Actually, it would have been 2006,  
7 yes.

8 Q But you have been with NPX since its  
9 inception?

10 A Yes. I actually -- well, about six, seven  
11 months after I started in January.

12 Q Okay.

13 A I think they incorporated around -- it was  
14 like around June I had been talking with them, but I  
15 was not hired as an employee until January of -- I  
16 guess it would have been 2007.

17 Q And you were hired as the Managing Director?

18 A Yes.

19 Q Okay. Has NPX been licensed to do business  
20 in states other than Nevada?

21 A Yes.

22 Q What states?

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1           A       Well, I can try to remember all of them.  
2       Let's see. Kansas, Missouri, Georgia, Florida,  
3       Virginia, Maryland, Pennsylvania, Colorado, Hawaii,  
4       and I believe California. Alabama.

5           Q       In between 2011 and 2016, was NPX licensed  
6       to do business in the State of Maryland?

7           A       Yes.

8           Q       Is NPX still licensed to do business in the  
9       State of Maryland?

10          A       No, NPX has wound -- no, NPX is closed.

11          Q       Okay.

12          A       Well, we're in -- we're processing closing.  
13       We're still in the process of closing down.

14          Q       You're in the process of winding down the  
15       business?

16          A       We do no business.

17          Q       You're in the process of winding down the  
18       business?

19          A       Yes.

20          Q       When did that process start?

21               MR. BALLEW: The winding down?

22               MR. KREISER: Yes, thank you.

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1           A     Well, our last contract ended -- I want to  
2     say it was in 20 -- 2018.

3           Q     When you say "the last contract," that was  
4     for assignment to a Federal agency?

5           A     That would have been an assignment.

6           Q     Okay. Why did NPX decide to begin winding  
7     down the business?

8           A     Well, first -- well, we lost our TRADOC  
9     IPAs.

10          Q     I'm sorry, what was that?

11          A     TRADOC. It was an Army -- it was a large  
12     section of our business. The TRADOC was a large  
13     section of our business. We had a lot of agreements  
14     there. We lost that. And I wanted to pursue other  
15     avenues as well. So it was either, well, if the  
16     company wanted to continue, someone else would have to  
17     run it.

18                 And Marvin Fairclough, who was the other  
19     director -- well, not director -- but other officer,  
20     did not want to run it either, so we chose to start  
21     closing the business down.

22          Q     Would it be fair to say in your role as the

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 Managing Director you're responsible for the  
2 day-to-day operations of NPX?

3 A In Maryland, in my day -- in my office, yes.

4 Q How many locations or offices does NPX have?

5 A When you -- I don't understand your  
6 question.

7 Q So does NPX, or during its existence, when  
8 it was operating, did it have an office or office  
9 building?

10 A Yes.

11 Q Okay. Where was its offices located?

12 A Our first office would have been -- I don't  
13 remember the exact address; it was either California  
14 or Hollywood, Maryland. And then we moved another  
15 location in Hollywood, Maryland, for five years. We  
16 were there for about five years.

17 And it was right around that time, the end  
18 of the fifth year, is when we lost the TRADOC IPAs,  
19 which was significant, so it was like that really hurt  
20 the rent.

21 So what we chose to do -- at that time, we  
22 had to downsize our operations -- well, I worked out

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22

1 of my house after that.

2 Q So there was a physical location for NPX --

3 A Absolutely.

4 Q -- in Maryland.

5 Do you know when NPX had its physical  
6 location in Maryland? For what dates?

7 A Yes. It would have been from the  
8 original -- when it originally started, which would  
9 have been 2006, up until -- well, you mean until it  
10 went to my house -- I guess that's what --

11 Q Yes. Physical location.

12 A I actually had an office at my house, too.

13 Q Okay.

14 A So a separate office. It wasn't like, you  
15 know, any clients could come to my house.

16 Q Well, let's keep it to an office location  
17 where clients could come to.

18 And as you stated -- previously testified,  
19 there was a location for a separate office for where  
20 clients could come to in the State of Maryland,  
21 correct?

22 A Yes.

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1 Q So when did NPX have that location?

2 A We had several locations. I will tell you  
3 the last location that we had before moving to Chaffey  
4 Court, which is my office home, it would have been  
5 around the end of -- I want to say '13 is when that  
6 lease expired.

7 Q Okay. So at the end of 2013 --

8 A I'm thinking.

9 Q -- the office for NPX in Maryland was  
10 your -- at your personal residence?

11 A No, it would have been before that. It was  
12 before that.

13 Q Okay. So before 2013?

14 A Yeah.

15 Q Okay. So --

16 A I mean, I would have --

17 Q Let me ask --

18 A I don't know the exact dates on that. I'd  
19 have to go look and see when that lease expired.

20 We had a five-year lease in Hollywood, and  
21 the lease before that -- I think we had a three-year  
22 lease before that at a different address.



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24

1 Q Okay. So in 2011 did NPX have the office on  
2 lease in Hollywood, Maryland?

3 A I believe so.

4 Q What about 2012?

5 A Honestly, I'm not sure. It would have been  
6 around that time frame. I know there was a lot going  
7 on with TRADOC around that time frame. I'm not  
8 exactly sure of the exact move date.

9 Q So it would be fair to say sometime on or  
10 around 2012/2013 is when the lease for the Hollywood,  
11 Maryland, location expired?

12 A I believe so.

13 Q Okay. And then after the lease expired for  
14 the Hollywood, Maryland, location, did the office in  
15 Maryland move to your personal residence?

16 A It moved to a office site on my personal  
17 residence. It is separate from my home.

18 Q Okay. Can you -- can you explain that?

19 A I will explain that, yes.

20 You can open up a door and walk into an  
21 office and go right up some stairs and you're in an  
22 office. You do not walk into my home whatsoever at

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25

1 all. You exit those stairs to leave. You do not walk  
2 into my home at all.

3 Q Is it a separate attachment or is it --

4 A It's a thousand square foot office space  
5 attached to my home. It is still attached, but it is  
6 separate.

7 Q And so from on or about 2012/2013, NPX's  
8 operations were run from that location?

9 A Correct.

10 Q Did NPX have any employees outside of  
11 yourself in the State of Maryland?

12 A Yes.

13 Q Did NPX have any employees in the State of  
14 Maryland between 2011 and 2016?

15 A Yes.

16 Q Do you know how many employees during that  
17 time? The time I'm referencing is 2011 to 2016.

18 A Between -- I would say at least three, maybe  
19 four.

20 Q Okay. Who were those individuals?

21 A Myself, Melanie Bowles.

22 Q What was Ms. Bowles responsible for?

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- 1           A       She was a bookkeeper.
- 2           Q       Okay. And the third person?
- 3           A       JoAnn Benfield.
- 4           Q       And what was Ms. Benfield responsible for?
- 5           A       She was an administrative person. Took care
- 6 of -- like the travel claims, when they came in, she
- 7 would process those.
- 8           Q       Between 2011 and 2016, what was the
- 9 organizational structure of NPX as far as leadership
- 10 and who reported to whom?
- 11          A       Well, they would -- the two that we just
- 12 mentioned would have reported directly to me.
- 13          Q       Okay. Now, as a corporation, did NPX have a
- 14 Board of Directors?
- 15          A       Myself and Marvin Fairclough.
- 16          Q       Can you spell his last name for me?
- 17          A       F-A-I-R-C-L-O-U-G-H.
- 18               We also had IPAs who also worked -- we had
- 19 other employees.
- 20          Q       Okay.
- 21          A       But not in the State of Maryland.
- 22          Q       Okay. Where were those other employees

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1 located?

2 A We had employees in Hawaii and, at that  
3 time, maybe also in either Kansas or Pennsylvania.

4 Q And were those individuals on detail to a  
5 Federal agency through an IPA?

6 A They were -- yes, they were on detail.

7 Q Between 2011 and 2016, who was responsible  
8 at NPX for supervising employee payroll?

9 A I supervised Melanie on payroll.

10 Q So Melanie -- would it be fair to say that  
11 Ms. Bowles would process the payroll and you would  
12 supervise that operation?

13 A Yes.

14 Q And in your position as Managing Director,  
15 did you have the ability to hire employees to NPX?

16 A I had the ability -- I would have to have  
17 approval to hire office staff.

18 Q What was that approval process?

19 A It would have to be approved by the Board of  
20 Directors. We also had an Advisory Board.

21 Q Okay. Did the Advisory Board play any role  
22 in the approval of hiring staff for NPX?

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1           A     If I needed to hire a staff, I would have to  
2 discuss and get the approval of the Board to hire  
3 staff.

4           Q     Okay. And the Board consists of yourself  
5 and Mr. Fairclough?

6           A     Yes. And then we had the Advisory Board.

7           Q     What was the role of the Advisory Board?

8           A     Basically, to help us kind of go in the  
9 direction of basically bringing the expertise of all  
10 the experts to education, to -- you know, because  
11 basically what we wanted to do was educate the public  
12 on a lot of the Homeland Defense and Homeland Security  
13 things that we were working on.

14          Q     Okay. So the Advisory Board, would they --

15          A     Kind of help us in the directions of  
16 different things that we could possibly go after.

17          Q     Okay. So they would help NPX seek out  
18 opportunities?

19          A     Correct.

20          Q     And during NPX's existence, how were its  
21 records kept and maintained?

22          A     We used QuickBooks.

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1 Q And the QuickBooks was used for the  
2 accounting payroll --

3 A All --

4 Q -- side?

5 MR. BALLEW: Let him finish his question.

6 A I'm sorry.

7 Q I'll just make sure --

8 MR. BALLEW: It makes it easier for the  
9 Court Reporter.

10 Q Just so we have a clear transcript, I'll  
11 repeat the question.

12 NPX utilized QuickBooks for its accounting  
13 and payroll software?

14 A Yes.

15 Q Did NPX keep any hard documents; for  
16 example, personnel files for its staff?

17 A Yes.

18 Q Did it keep personnel files for anybody on  
19 detail under an IPA agreement?

20 A Just the basic things that were required to  
21 be sent back to us.

22 Q Okay. What were those items that were

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1 required to be sent back?

2 A W-4, any Hawaii -- in this case with Roley,  
3 there would have been a Hawaii withholding form,  
4 everything that was in the handbook --

5 Q Okay.

6 A -- that was given to him.

7 (NPX Exhibit 2 was marked for identification  
8 and is attached to the transcript.)

9 Q Ms. Bell, what I've handed you has been  
10 marked as NPX Exhibit 2 for identification.

11 Do you recognize this document?

12 A Yes.

13 Q What is it?

14 A It's the Employee Handbook.

15 Q And for individuals on detail to Federal  
16 agencies, like Mr. Roley, through IPA agreements, were  
17 you they given a copy of this handbook?

18 A Absolutely.

19 Q Okay. You can put that aside.

20 So for an individual -- and we'll get to

21 Mr. Roley -- for an individual that NPX details to a

22 Federal agency, how does NPX come about to meet the

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1 individual? How are they onboarded? How does that  
2 process work?

3 A The Government agency -- in this case,  
4 PACOM -- called me and said --

5 Q Just to make sure we're clear on the  
6 transcript, when you refer to "PACOM," that's  
7 United States Pacific Command?

8 A Yes.

9 Q Okay. Continue.

10 A PACOM calls and they would have a position  
11 and they have somebody they would like to put in that  
12 position, can I hire them?

13 I will see if I can hire them, which means  
14 they have to go work for me for 90 days on contract  
15 somewhere. In this case, Ross Roley worked for me for  
16 one year prior to going into an IPA agreement.

17 So I put them on contract. That's how the  
18 process started.

19 Q So it's kind of like a probationary period,  
20 so to speak. You hire them and then I have to do some  
21 sort of contractual work for 90 days -- or for  
22 Mr. Roley's case, one year -- and then you detail them



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1 to an agency if the agency has a need for their  
2 specific skill set?

3 A No.

4 Q No?

5 A That's not what I said to you.

6 Q No. Can you --

7 A The agency has to have a need for that skill  
8 set prior to Roley even being hired or considered to  
9 be hired.

10 Q Okay. So let's talk about the process for  
11 Mr. Roley. So PACOM had a need, correct?

12 A PACOM.

13 Q PACOM had a need, correct?

14 A Yes.

15 Q And what was that need?

16 A They needed somebody who had a specialty in  
17 energy. He -- whatever his specialty is -- I would  
18 have to look up his actual skill set. It was the  
19 Energy Department, energy area.

20 Q Do you know around the date PACOM contacted  
21 you regarding filling this need?

22 A I would have to go back and look at

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1 paperwork, but I would guess probably, if he worked  
2 for me for a year, I would guess maybe three months  
3 before his first agreement started, maybe, his  
4 first -- the first year.

5 Q Okay.

6 A So July of 2011, maybe.

7 Q So on or around sometime in 2011 is when  
8 PACOM --

9 A I'd have to look when did -- when did his  
10 first agreement start with PACOM? What's the date on  
11 that? And actually the employment date would be right  
12 on that very first page right there. I think it's  
13 like No. 7 or something, page 1.

14 (NPX Exhibit 3 was marked for identification  
15 and is attached to the transcript.)

16 Q Ms. Bell, what I've handed you has been  
17 marked as NPX Exhibit 3 for identification.

18 Do you recognize this document?

19 A Yes.

20 Q Okay, what is it?

21 A This is an IPA agreement, OF 69, for  
22 Ross Roley.

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- 1 Q And can you turn to the last page?
- 2 A (Complying.)
- 3 Q And in the box marked 36, what are the
- 4 dates?
- 5 A 12/1/12 to 11/30/14.
- 6 Q So this is an IPA Assignment Agreement from
- 7 Mr. Roley from NPX to PACOM, correct?
- 8 A Yes.
- 9 Q That was termed to run from December 1,
- 10 2012, through November 30, 2014, correct?
- 11 A Correct.
- 12 Q Okay. And so Mr. Roley -- strike that.
- 13 So NPX -- PACOM contacted NPX, then,
- 14 regarding the need prior to 2012, correct?
- 15 A Yes, actually -- yes.
- 16 Q Okay. And when it came to Mr. Roley, how
- 17 did he become associated with NPX?
- 18 A PACOM contacted NPX and asked me if I would
- 19 hire Ross Roley. I hired Ross Roley on December 1,
- 20 2011.
- 21 Q So NPX hired Mr. Roley on December 1, 2011,
- 22 and on that hiring decision, it was between you and

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1 Mr. Fairclough that made that decision to hire  
2 Ross Roley?

3 A Yes.

4 Q Okay. And you previously testified that  
5 after NPX hired Mr. Roley, you had him on contract for  
6 you prior to executing this Assignment Agreement,  
7 correct?

8 A To --

9 Q In the interim -- what my question is, in  
10 the interim period of time between December 1, 2011  
11 and December 1, 2012, what services did Mr. Roley  
12 perform?

13 A PACOM put Mr. Roley on SCRA -- and I do not  
14 recall what they stand for, but their initials are  
15 SCRA -- contract with them until they could get the  
16 funding, because he has to be on contract for that  
17 90-day. The reason he was over 90 days is they were  
18 waiting for funding for that agreement.

19 Q So in general, when it comes to IPA  
20 agreements between an entity such as NPX and the  
21 Federal agency, there has to be funding from the  
22 Government to finance the agreement, correct?

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1 A Yes.

2 Q Is it in the form of a grant or how does  
3 that funding work; do you know?

4 A That would be a PACOM question.

5 Q In regards to Mr. Roley, how was his IPA  
6 agreement here for -- running from December 1, 2012,  
7 through November 30, 2014, not funding?

8 A How was it not funded?

9 Q How was it funded?

10 A I'm not sure what lines -- again, that's a  
11 PACOM question.

12 Q So NPX is not aware one way or the other  
13 where the money -- what the form of the funding was to  
14 support the IPA agreement, correct?

15 A I would not know what program PACOM is  
16 getting the funding from. I will know when it's  
17 funded because I will get notification from PACOM  
18 saying you're funded. Where those funds came from, I  
19 have no idea.

20 Q So when PACOM -- when did PACOM notify NPX  
21 that it had funding for Mr. Roley's initial IPA  
22 agreement?

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1           A     On this initial one? I'm not sure the exact  
2     date, but this was signed November 28th --  
3     November 20th I signed it, November 28th the  
4     Government signed it, and Roley signed it on the 16th  
5     of November of 2012.

6           Q     Would it be fair to say that on or around  
7     the time you executed this document you were notified  
8     by PACOM that you had -- that there was funding for  
9     this IPA agreement?

10          A     We would have been working on that, yes.

11          Q     Okay. And on the last page, that is your  
12     signature, under Signature of Authorizing Officer, in  
13     box 39?

14          A     Yes.

15          Q     Now, at the outset, following -- sorry,  
16     strike that.

17                     Following Mr. Roley's hire on or around  
18     December 1, 2011, what documents was he given from  
19     NPX?

20          A     Following his hiring?

21          Q     Yes. For instance --

22          A     It would be -- do you mean prior?

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1           Q     For instance, you previously testified that  
2     he was given the handbook, correct?

3           A     Before being hired, any new employee would  
4     have been given an offer letter --

5           Q     Okay.

6           A     -- an employee package --

7           Q     What was part of that employee package?

8           A     Part of the employee package would have been  
9     a handbook that would have -- there would also -- with  
10    the handbook would have been a document that says --  
11    and he did sign that he received a handbook notifying  
12    he understood all our rules and regulations -- he  
13    would have been given a time sheet, he would have  
14    been -- also, he would have been given a separate copy  
15    of our travel policy. He would have been given  
16    information on how to sign up for Cole Travel so that  
17    he could use our travel system.

18                   There's a whole -- I don't have the document  
19    in front of -- there's a checklist that we use with  
20    everything that goes in the document.

21                   There's also a checklist in the office of  
22    everything that we have to receive back from the



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1 employee. I do not have that information in front of  
2 me.

3 Q Okay, but did NPX have that document from  
4 Mr. Roley, the checklist?

5 A Yes.

6 MR. KREISER: Can we go off the record?

7 (A discussion was held off the record.)

8 MR. KREISER: We're back on the record.

9 BY MR. KREISER:

10 Q And Mr. Roley was required to acknowledge --  
11 was he required to acknowledge receipt of the contents  
12 of this employee package?

13 A Yes.

14 Q And you said there was a -- you previously  
15 testified, I'm sorry, there was a handbook given to  
16 him for which he had to sign, a time sheet, NPX travel  
17 policy.

18 Was there any other documents?

19 A There would have been 401(k) information,  
20 disability information, health insurance information,  
21 dental information, disability, life, it would have  
22 been information on our holiday policies, vacation



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1 request policies.

2 Q Did Mr. Roley execute a W-4 at the outset of  
3 his hire with NPX?

4 A Yes, that's part of the package.

5 Q Can I have you go back to Exhibit 3, please.

6 A (Complying.)

7 Q Okay. And under Instructions, can you read  
8 the first paragraph to the left starting with "This  
9 agreement"?

10 A "This agreement constitutes the written  
11 record of the obligations and responsibilities of the  
12 parties to a temporary assignment arranged under the  
13 provisions of the Intergovernmental Personnel Act of  
14 1970."

15 Q Okay. And can you also read the paragraph  
16 below starting with "The term state ..."

17 A "The term state or local government when  
18 appearing in this form also refers to an institution  
19 of higher education and Indian tribal government and  
20 any other eligible organization."

21 Q Okay. And as you previously testified, NPX  
22 was an eligible organization under that "Other"

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1 category, correct?

2 A Yes, we're "Other."

3 Q And can you identify the organization in box  
4 No. 7, please?

5 A NPX.

6 Q Okay. And PACOM is the organization  
7 identified in box 6, correct?

8 A Yes.

9 Q So the parties to the agreement were  
10 Mr. Roley, NPX, and PACOM, correct?

11 A Yes.

12 Q And can you identify the amount in box 14  
13 labeled "State or Local Annual Salary"?

14 A \$176,440.

15 Q Okay. Explain to me the process of how  
16 someone such as Mr. Roley on detail to a Federal  
17 agency is compensated, is paid.

18 A Okay. Generally how it works, it works just  
19 like anybody else. How he gets paid is he turns a  
20 time sheet in every two weeks.

21 Q So Mr. Roley would work -- and he was  
22 working on location at PACOM, correct?

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1           A     Yes. He always worked in Hawaii. That is  
2     where he was employed.

3           Q     So at PACOM's location in Hawaii, correct?

4           A     He was employed in Hawaii, yes.

5           Q     And he would work and perform his duties and  
6     then each -- was it each week or every two weeks he  
7     would fill out a time sheet?

8           A     Every two weeks he would turn in a time  
9     sheet.

10          Q     And he would turn in that time sheet to you,  
11     correct?

12          A     No, he would first have to turn the time  
13     sheet in to his supervisor.

14          Q     Okay. And then what's the process after it  
15     goes to his supervisor?

16          A     His supervisor would sign the time sheet or  
17     give it back or whatever, approve it, and once the  
18     time sheet was approved, it was sent to me for  
19     payment.

20          Q     What's the process from there after you  
21     receive the time sheet that's approved?

22          A     The time -- the time sheet would go into the

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1 administrative office, it would go into QuickBooks,  
2 and every two weeks we would be paid.

3 Q Okay. So how does that processing work?  
4 Does NPX pay him directly and seek reimbursement from  
5 the Government under the agreement? How does that  
6 process work?

7 A No. Prior to the agreement -- once the  
8 agreement has been executed, the funding is there.  
9 Except for travel. Travel has to get a separate  
10 funding line. So once -- I've got my year of funding  
11 on here, once I've got my signed agreement.

12 Q As this agreement runs between December 1,  
13 2012, and November 30, 2014, were you -- was NPX given  
14 a block of funds for this agreement?

15 A When you say "fund," what do you mean by  
16 "funds"?

17 Q So for Mr. Roley's -- to pay Mr. Roley's  
18 salary, did the Government give NPX the amount for  
19 that period of time in a lump sum, or how did that  
20 work? I'm trying to understand that process.

21 A You're asking me if I was prepaid?

22 Q Yes.

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1 A No.

2 Q So how did the funding come to NPX to pay  
3 the salary?

4 A Funding and paying are totally separate  
5 things.

6 Q Okay.

7 A So how did he get paid, he got paid every  
8 two weeks.

9 Q Okay. And he was paid by NPX.

10 A Yes.

11 Q Every two weeks.

12 A Yes.

13 Do you know what funding is?

14 Q Yes.

15 A Sorry. I didn't mean to ask you questions,  
16 sorry.

17 Q At the bottom of page 2, can you read the  
18 last paragraph beginning with "Return to previous  
19 position ..."

20 A Page 2, which one?

21 Q The very last paragraph beginning with  
22 "Return to previous position ..."

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1           A       "Return to previous position. Mr. Roley  
2       will be eligible to return to the employer with the  
3       same salary and status that he had prior to the IPA  
4       assignment."

5                       (NPX Exhibit 4 was marked for identification  
6       and is attached to the transcript.)

7           Q       Ms. Bell, what I've handed you has been  
8       marked as NPX Exhibit 4 for identification.

9                       Do you recognize this document?

10          A       Yes.

11          Q       Okay. What is it?

12          A       It is an IPA agreement.

13          Q       Okay. Is this the follow-up IPA agreement  
14       from the one that ran from December 1, 2012, through  
15       November 30, 2014?

16          A       Could be. Could be a working document.  
17       Looks like it's the final document.

18          Q       Okay. Can you turn to page 2 for me,  
19       please.

20          A       (Complying.)

21          Q       And in box No. 20, can you identify those  
22       dates for me, please?

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1 A 12/01/14 to 11/30/15.

2 Q So after Mr. Roley's first IPA agreement  
3 expired on November 30, 2014, what happened?

4 A The PACOM renewed the agreement for one  
5 year.

6 Q Okay. And that was from December 1, 2014,  
7 through November 30, 2015?

8 A Yes.

9 Q And then the salary of Mr. Roley was to be  
10 paid under this renewed agreement as identified in box  
11 14; is that correct?

12 A Yes, he received a 2,000-dollar raise.

13 Q And NPX is identified in box No. 7; is that  
14 correct?

15 A Yes.

16 Q Okay. And similar to the first -- or exact  
17 as the first agreement, PACOM, NPX and Mr. Roley were  
18 the parties of this agreement, correct?

19 A Yes.

20 Q Can I have you turn to the last page,  
21 please.

22 A (Complying.)

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1 Q And that's your signature in box 39?

2 A Yes.

3 Q Okay. And you're signing as the Managing  
4 Director for NPX in box 43, correct?

5 A Correct.

6 Q Okay.

7 (NPX Exhibit 5 was marked for identification  
8 and is attached to the transcript.)

9 Q Okay. Ms. Bell, what I've just handed you  
10 has been marked as NPX Exhibit 5 for identification.

11 Do you recognize this document?

12 A Yes.

13 Q What is it?

14 A It's IPA agreement. It would have been the  
15 third one for an extension for Ross Roley.

16 Q So Exhibit 4, the previous agreement,  
17 expired on November 30, 2015, correct?

18 A Yes.

19 Q Okay. And similar to -- following  
20 Mr. Roley's first agreement, PACOM extended the  
21 assignment, or detail, from December 1, 2015, through  
22 November 30, 2016; is that correct?



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1 A Yes.

2 Q And Mr. Roley was to be paid the salary  
3 identified in box 14 on this agreement, correct?

4 A Yes.

5 Q And again, as identified in box 7 and box 6,  
6 PACOM and NPX were parties to this agreement, correct?

7 A Yes.

8 Q Along with Mr. Roley?

9 A Yes.

10 Q Okay. Can I have you turn to the last page.

11 A (Complying.)

12 Q And in box 39 is that your signature?

13 A Yes.

14 Q And while Mr. Roley was on detail to PACOM  
15 under each of these IPA agreements, did NPX provide to  
16 him 401(k) benefits?

17 A Yes.

18 Q Okay. Did NPX provide to him health  
19 benefits?

20 A I don't recall.

21 Q Okay. On Exhibit 5, can I have you turn to  
22 page 3.

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1 A (Complying.)

2 Q And in box 31, which is the middle of the  
3 page on the right, could you read that paragraph that  
4 begins with "Benefits provided by NPX ..."

5 A "Benefits provided by NPX include 401(k),  
6 short- and long-term disability insurance, Social  
7 Security benefits, personal time off (160 hours),  
8 Federal holidays, health, dental, vision insurance  
9 with employee contribution. Supplemental insurance  
10 available."

11 Q And so under the terms of this IPA  
12 agreement, was NPX obligated to provide all of those  
13 benefits itemized in box No. 31?

14 A If he contributed.

15 Q Okay. So we'll just -- hypothetically  
16 speaking, if Mr. Roley contributed and elected to  
17 participate in those benefit programs, NPX would have  
18 provided those benefits?

19 A Yes.

20 Q Okay. And at the end of each year that  
21 Mr. Roley was working at PACOM, did NPX issue to him a  
22 W-2?

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1 A Yes.

2 Q So that would be for under these agreements  
3 beginning in 2011 through -- sorry.

4 So beginning from 2012 through 2016, for  
5 each one of those taxable years, NPX issued to  
6 Mr. Roley a W-2 form, correct?

7 A NPX, that is not correct.

8 Q Okay. So what part of that would be  
9 incorrect?

10 A NPX issued Ross Roley a W-2 starting in  
11 2011.

12 Q In 2011 -- so 2011 through 2016 Mr. Roley  
13 received from NPX a W-2 for each of those tax years?

14 A Correct.

15 Q Okay. And when Mr. Roley would submit his  
16 time sheet, it'd be approved by his supervisor at  
17 PACOM.

18 Prior to disbursement of his wages from NPX  
19 for that two-week period, did NPX withhold taxes?

20 A We would withhold taxes every paycheck, yes.

21 Q And did NPX pay any payroll taxes on  
22 Mr. Roley's behalf?

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 A Yes.

2 Q And did there come a time when Mr. Roley  
3 complained to NPX that he hadn't received all of his  
4 wages that were to be provided under the terms of his  
5 IPA agreements?

6 A Yes.

7 Q Do you remember when he first complained?

8 A It was after he had left the company. I  
9 don't remember whatever date it was.

10 Q When did Mr. Roley leave the company?

11 A 2016. It was around December of 2016, I  
12 believe. Whatever the date on the last agreement was.

13 Q So I'm going to have you refer back to  
14 Exhibit 5, the last page, box 36.

15 Did Mr. Roley leave the company after  
16 November 30, 2016?

17 A That would have been his last day.

18 Q So how did that transpire, what happened?

19 A He actually resigned.

20 Q Okay. So after November 30, 2016, Mr. Roley  
21 resigned from NPX?

22 A Correct.

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1 Q So after Mr. Roley complained to NPX about  
2 not receiving his wages, what happened? What did --  
3 what was NPX's response?

4 A Shocked. I couldn't believe it. Especially  
5 when he told me five years. It's like how did you not  
6 know that you were missing \$15,000 for five years.  
7 And especially for the first year it was paid -- or  
8 especially it was paid correctly at first.

9 Q Did NPX ever conduct an investigation into  
10 what happened to cause the shortage to Mr. Roley?

11 A Immediately.

12 Q Okay. So what did NPX do?

13 A Immediately went to go look through the  
14 records to see if it was true that he did not get paid  
15 his actual wages.

16 Q So which -- who conducted the investigation?

17 A I did.

18 Q And which records did you review?

19 A I went to the payroll system immediately.

20 Q And that's the payroll system in QuickBooks,  
21 correct?

22 A QuickBooks.

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1 Q Did NPX ever utilize like a payroll  
2 processing service like ADP between 2011 and 2016?

3 A Not ADP, we used QuickBooks Intuit, which is  
4 the same sort of -- the same thing. I've used both.

5 Q So it was in-house?

6 A Yes.

7 Q Okay. So after you reviewed the QuickBooks  
8 payroll documents, what did you find?

9 A It was correct, we owed him money.

10 Q Do you recall how much money Mr. Roley is  
11 presently owed?

12 A No, I do not recall off the top of my head.

13 Q Okay.

14 (NPX Exhibit 6 was marked for identification  
15 and is attached to the transcript.)

16 Q Ms. Bell, what I've just handed you has been  
17 marked as NPX Exhibit 6 for identification.

18 Do you know what this document is?

19 A Yes.

20 Q Okay. And these are Mr. Roley's Requests  
21 for Admissions that were propounded to NPX through its  
22 counsel and -- which asks NPX to admit or deny a

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1 series of questions.

2 A Uh-huh.

3 Q Did you partake in answering these  
4 questions?

5 A Yes.

6 Q Can you turn to -- the pages aren't  
7 numbered -- the second-to-last page.

8 A (Complying.)

9 Q And can you read Request No. 34 into the  
10 record, please.

11 A "Admit that you failed to pay the Plaintiff  
12 wages that are due, owing and payable in the amount  
13 of 56,564.82."

14 Q And what was the response?

15 A "Admitted."

16 Q Okay. So NPX admits that Mr. Roley as of  
17 today is owed \$56,564.82 in wages, correct?

18 A Yes.

19 Q And did there come a time when Mr. Roley  
20 complained to NPX about not receiving reimbursement  
21 for any travel expenses?

22 A Yes.



Transcript of Sharon Jean Bell, Designated Representative and Individually  
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- 1 Q Okay. How did NPX respond to complaints?
- 2 A We looked into it.
- 3 Q Okay. Was it identified that Mr. Roley did
- 4 not receive travel expense reimbursements?
- 5 A In some cases, yes.
- 6 Q Do you remember how much?
- 7 A No, I do not.
- 8 Q Can you turn to the last page, please, on
- 9 Exhibit 6.
- 10 A (Complying.)
- 11 Q Can you read Request No. 35 into the record.
- 12 A "Admit that you failed to reimburse
- 13 Plaintiff for his travel expenses incurred that are
- 14 due, owing and payable in the amount of \$13,349.31."
- 15 Q And can you read the response, please.
- 16 A "Admitted."
- 17 Q So as of today, NPX has not reimbursed
- 18 Mr. Roley for \$13,349.31 in travel expenses?
- 19 A Correct.
- 20 (NPX Exhibit 7 was marked for identification
- 21 and is attached to the transcript.)
- 22 Q And what I've handed you, Ms. Bell, has been



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1 marked as NPX Exhibit 7 for identification.

2 Do you recognize this document?

3 A Yes.

4 Q Okay. What are they?

5 A Answers -- it's the answers to the  
6 Interrogatories.

7 Q To the Interrogatories.

8 And they were answered by NPX, correct?

9 A Yes.

10 Q Did you partake in answering these  
11 Interrogatories?

12 A Yes.

13 Q And the answers contained in these  
14 Interrogatories from NPX are true, accurate to the  
15 best of your information, knowledge and belief?

16 A Yes.

17 Q Okay.

18 (NPX Exhibit 8 was marked for identification  
19 and is attached to the transcript.)

20 Q Ms. Bell, what I have given you has been  
21 marked as --

22 MR. KREISER: Can we go off the record?

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1 (A discussion was had off the record.)

2 (NPX Exhibit 8 was remarked for  
3 identification as S. Bell Deposition Exhibit 1 and is  
4 attached to the transcript.)

5 MR. KREISER: We're back on the record.

6 BY MR. KREISER:

7 Q Ms. Bell, what I have handed you has been  
8 marked as Bell Exhibit 1 for identification.

9 Do you recognize this document?

10 A Yes.

11 Q Okay. What is it?

12 A It's answers to questions.

13 Q These are the Answers to Interrogatories  
14 that were served upon yourself through counsel,  
15 correct?

16 A Yes.

17 Q Okay. And you partook in answering these  
18 Interrogatories, correct?

19 A Yes.

20 Q And was the information you provided for  
21 these Interrogatories true and correct to the best of  
22 your information, knowledge and belief?

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1           A     Yes.

2                   MR. KREISER:   Okay.   I have no further  
3     questions.

4                   MR. BALLEW:   Just a few questions, Ms. Bell.

5                   EXAMINATION BY COUNSEL FOR THE DEFENDANTS

6     BY MR. BALLEW:

7           Q     You were asked earlier what type of company  
8     and you mentioned 501(c)(6).

9                   Are you familiar with the 501(c)(6)  
10    category?

11          A     It is a membership organization.

12          Q     Do you have an ownership interest in NPX?

13          A     No, NPX is a not-for-profit organization.

14                   (Pause in the proceedings.)

15          Q     And you testified on Direct that you were  
16    the Managing Director for NPX?

17          A     Yes.

18          Q     And did you receive a salary?

19          A     Yes.

20          Q     And what was your salary during the period  
21    of 2011 through 2016?

22          A     It was probably maybe around 140,000,

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1 120,000, somewhere in that neighborhood probably.

2 Q Did your salary change, go up or go down,  
3 over that period of time?

4 A Oh, I can tell you my salary most likely  
5 went down, because we were winding down and I was  
6 working less hours. My salary definitely decreased.

7 Q During your time as Managing Director, did  
8 you receive bonuses?

9 A No.

10 Q Commissions?

11 A No.

12 Q Okay. You mentioned your duties. I want to  
13 ask you a little more in that area.

14 Could you have hired Mr. Roley without PACOM  
15 direction and approval?

16 A No.

17 Q Did you set his rate of pay?

18 A No.

19 Q Who did?

20 A PACOM.

21 Q In the area of discipline, did you have  
22 authority to fire Mr. Roley?

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1           A       No.

2           Q       Who did?

3           A       PACOM.

4           Q       Did you have the authority to suspend or

5 demote him?

6           A       No.

7           Q       Who did?

8           A       PACOM.

9           Q       Did you direct Mr. Roley's work?

10          A       No.

11          Q       Who did?

12          A       PACOM.

13          Q       Did you give him assignments?

14          A       No.

15          Q       Did you tell him what to do?

16          A       No.

17          Q       Who gave him assignments?

18          A       PACOM.

19          Q       And who told him what to do?

20          A       PACOM.

21          Q       Did you evaluate his performance?

22          A       No.

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 Q Who did?

2 A PACOM.

3 Q Did you -- the phrase is "the manner and  
4 means of completing work." Were you involved in  
5 determining how Mr. Roley did his work?

6 A No.

7 Q Who did?

8 A PACOM.

9 Q Did you control the tools or equipment or  
10 systems that Mr. Roley used to complete this work?

11 A No.

12 Q Who did?

13 A PACOM.

14 Q Did you set his work schedule?

15 A No.

16 Q Who did?

17 A PACOM.

18 Q Did you determine the location where he  
19 would work?

20 A No.

21 Q Did you determine the office space that he  
22 would use?

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 A No.

2 Q Who did?

3 A PACOM.

4 Q And did you control how he accessed the  
5 areas where he worked?

6 A No.

7 Q Who did?

8 A PACOM.

9 MR. BALLEW: No further questions.

10 FURTHER EXAMINATION BY COUNSEL FOR THE PLAINTIFF

11 BY MR. KREISER:

12 Q One quick follow-up question.

13 While Mr. Roley was on detail, if he needed  
14 to take a leave for any reason, how would that process  
15 work.

16 A He would have to get approval through the  
17 Command.

18 Q Okay. And then where would his -- did NPX  
19 provide a -- strike that.

20 So any hours that he would use for leave  
21 would go to his leave bank through NPX, correct?

22 A His leave would be reduced by any leave that

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 he used.

2 Q Okay. And that would be notated by NPX,  
3 correct?

4 A Yes.

5 MR. KREISER: Okay. No further questions.

6 MR. BALLEW: Just one last question -- or  
7 area of question.

8 FURTHER EXAMINATION BY COUNSEL FOR THE DEFENDANTS  
9 BY MR. BALLEW:

10 Q I think you spoke to it before.

11 Did Mr. Roley perform any work duties in the  
12 State of Maryland?

13 A Never.

14 Q Okay.

15 MR. BALLEW: No further questions.

16 MR. KREISER: Okay. Follow-up on that.

17 FURTHER EXAMINATION BY COUNSEL FOR THE PLAINTIFF  
18 BY MR. KREISER:

19 Q What makes you state that Mr. Roley did not  
20 perform any work duties in the State of Maryland?

21 A I have no knowledge of him ever performing  
22 any work in the State of Maryland, ever, nor has he



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1 ever paid the State of Maryland any taxes.

2 Q So are you -- so you're saying in your  
3 answer that Mr. Roley never traveled to the State of  
4 Maryland in any capacity during his assignment or on  
5 detail at PACOM?

6 A Not that I am aware of. I'm aware that he  
7 went to the Pentagon, but that is in DC.

8 Q Okay. But your position is that you're not  
9 aware one way or another if Mr. Roley traveled to the  
10 State of America to discharge any duties or  
11 responsibilities?

12 MR. BALLEW: You said State of America.

13 MR. KREISER: I'm sorry, I apologize. I  
14 have a lot of Maryland pride.

15 Q So you're not aware one way or the other if  
16 Mr. Roley traveled to the State of Maryland to  
17 discharge any duties while on detail at PACOM?

18 A Not that I am aware of.

19 MR. KREISER: Okay. No further questions.

20 MR. BALLEW: No further questions.

21 She'll read and sign.

22 THE COURT REPORTER: Are you ordering a

Transcript of Sharon Jean Bell, Designated Representative and Individually  
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1 copy?

2 MR. BALLEW: Yes.

3 (Off the record at 11:50 a.m.)  
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ACKNOWLEDGMENT OF DEPONENT

I, Sharon Jean Bell, do hereby acknowledge that I  
have read and examined the foregoing testimony, and  
the same is a true, correct and complete transcription  
of the testimony given by me, and any corrections  
appear on the attached Errata sheet signed by me.

(DATE)

(SIGNATURE)

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CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC

I, Dawn M. Hart, the officer before whom the foregoing deposition was taken, do hereby certify that the foregoing transcript is a true and correct record of the testimony given; that said testimony was taken by me stenographically and thereafter reduced to typewriting under my direction; that reading and signing was requested; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 18th day of September, 2019.

My commission expires:  
January 2, 2021

NOTARY IN AND FOR THE  
STATE OF MARYLAND

## Transcript of Sharon Jean Bell, Designated Representative and Individually

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SUMMARY JUDGMENT J.R. 87

Transcript of Sharon Jean Bell, Designated Representative and Individually  
Conducted on September 12, 2019

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Transcript of Sharon Jean Bell, Designated Representative and Individually  
Conducted on September 12, 2019

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**PLAINTIFF'S EXHIBIT 3**

OF 80 # (REV. 2-89)

U.S. Office of Personnel Management

FPM Chapter 334

**Assignment Agreement**

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

**INSTRUCTIONS**

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management  
Personnel Mobility Program  
Staffing Operations Division/CEG  
1900 E Street, NW  
Washington, D.C. 20415

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program in the U.S. Office of Personnel Management.

Copies of the completed and signed agreement should be retained by each signatory.

**PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT**

1. Check Appropriate Box

☒ New Agreement☐ Modification☐ Extension**PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle)

Roley, Ross E.

3. Social Security Number

[REDACTED] 1832

4. Home Address (Street, City, State, Zip Code)

98-708 Nohoaupuni Place  
Aiea, HI 96701

5.- A. Have you ever been on a mobility assignment?

☐ YES☒ NO

5.- B. If "YES", date of each assignment (Month and Year)

From

To

**PART 3 - PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Pacific Command J8, Resources and Assessment  
Directorate

7. State or Local Government (Identify the governmental agency)

National Professional Exchange, DUNS#78509094  
Cage Code: 4JQ40, EIN # [REDACTED] 36718. Is assignment being made through a faculty fellows program?  
If "YES", give name of the program.☐ YES☒ NO**PART 4 - POSITION DATA****A - Position Currently Held**

9. Employment Office Name and Address (Street, City, State and ZIP Code)

National Professional Exchange, Inc. (NPX)  
25926 Chaffee CT.,  
Mechanicsville, MD 20659

10. Employee's Position Title

PACOM Energy Office Lead

11. Office Telephone Number  
(Include the Area Code)

(301) 373-2488

12. Immediate Supervisor (Name and Title)

Sharon Bell, (301) 904-1229  
Managing Director, NPX**B - Type of Current Appointment**

13. Federal Employees (Check appropriate box.)

☐ Career Competitive☐ Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

\$176,440.00

Original Date Employed by the  
State or Local Government (Month,  
Day, Year)

12/01/2011

**C - Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Street, City, State and ZIP Code)

Joint Innovation and Experimentation Division (J81)  
HQ, U.S. Pacific Command  
PO Box 84028, Cam H.M. Smith, HI, 96861-4028

16. Assignee's Position Title

Director, PACOM Energy Ofc

17. Office Telephone Number  
(Include the Area Code)

(808) 477-9267

18. Immediate supervisor (Name and Title)

Col Keith Felter  
Chief, PACOM Joint Innovation and Experimentation Division

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**PART 5 - TYPE OF ASSIGNMENT**

19. Check Appropriate Boxes

- ☐ On detail from a Federal agency  
☐ On leave from a Federal agency  
☒ On detail to a Federal agency  
☐ On appointment in a Federal agency
- ☒ Full Time  
☐ Part Time  
☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From

To

12/01/2012

11/30/2014

**PART 6 - REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Efforts at U.S. Pacific Command are underway to experiment with and implement transformational energy programs and technologies across the Pacific. Given his 35 years of DoD experience including the last 4 years in the innovative and experimental energy field, Mr. Roley is uniquely qualified to fill this new role. This action directly supports, at lowest possible cost, senior leadership's direction to enhance energy security. PACOM is in the process of executing numerous major energy efforts valued in the hundreds of millions of dollars and is in need of government oversight for these projects. Mr. Roley will fill this need until full-time civil service positions can be established and filled. National Professional Exchange (NPX) operates through a knowledge network among its employees. This network provides additional value to the client and to our IPA by allowing them immediate access to significant expertise resident in the total resources of NPX. From time to time, Ross Roley will make himself available for advice and counsel, to speak with other employees, and/or to participate in an event, conference, or training session. Those duties will be of short duration and will not be allowed to disrupt normal duties in support of the client. Travel, if required, for events under this portion of the agreement will be paid by NPX. Under no circumstances will the discussion of any client proprietary data be requested or expected.

**PART 7 - POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment.

- Lead the USPACOM Energy Office, Resources & Assessment Directorate, Innovation & Experimentation Division (J81)
- Provide the overall policy, management, and direction necessary for a balanced program of strategy development, technology R&D, and experimentation that will lead to energy reduction and an energy security transformation
- Oversee programs and personnel of the PACOM Energy Office. Prioritize tasks, track progress and report progress
- Oversee and convene joint and interagency working groups and workshops
- Provide authoritative advice to the Commander, U.S. Pacific Command and the Director, Resources and Assessment Directorate (J8) on energy policies, technologies, economic assessments, and experimentation programs.
- Ensure coordination of command priorities, objectives, and programs with national vision, policies, and legislation
- Execute the Smart Power Infrastructure Demonstration for Energy Reliability and Security (SPIDERS) JCTD, Transformative Reductions in Operational Energy Consumption (TROPEC) line of experiments, Green Initiative for Fuel Transition (GIPTAC) joint biofuel initiative, in addition to developing projects such as the Waste-to-Energy and Waste-to-Fuel Community of Interest, and Industrial Control Experiments to Block Cyber Attack on Base Infrastructure (ICEBABI)
- Look for additional opportunities and initiatives to impact the command's energy posture in a positive way
- Top Secret clearance is required

**PART 8 - EMPLOYEE BENEFITS**

23. Rate of Basic Pay During Assignment

\$176,440 per annum

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

Annual pay increase equal to civil service and bonus up to 4%

25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

24 (cont) Pay increases will be payable in June of each year. Financials in section 26 do not include bonus.

25. Employee will continue with benefits established by NPX of 160 hours of personal time off per year and will follow the government organization's procedure for requesting leave. The employer will track leave. Billable hours per fiscal year are 1840.

Return to previous position Provision: Mr. Roley will be eligible to return to the employer with the same salary and status that he had prior to the IPA assignment.



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**PART 9 - FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

PACOM J81 will be responsible for funding Mr. Roley's salary and related costs from RDT&E funds allocated to J81, subject to availability, with prior concurrence from J02 & J84. This Agreement is subject to immediate termination by USPACOM due to funding limitations without fiscal penalties or obligation.

Estimated Costs:	FY13	FY14	FY15	
Labor	\$152,327	\$189,003	\$31,806	
Benefits	\$59,093	\$74,623	\$13,571	Grand
Admin	\$18,279	\$22,680	\$3,817	Total
Total	\$229,699	\$286,306	\$49,194	\$565,199

The IPA will be considered to be a government employee for the purposes of this agreement.  
continuation of comments in block 32.

27. State or Local Government agency Obligations

Certified Organization: National Professional Exchange (NPX)  
Fiscal Obligations: None. NPX is a non-profit organization with limited financial resources supporting the technology base of the Department of Defense through the cooperation of industry and government. NPX will continue to administer the payment of Mr. Roley's salary and will continue to withhold contributions to taxes and benefits and bill the government for such costs.

Quarterly invoices will be submitted to:

HQ USPACOM, J81  
Box 64028  
Camp H.M. Smith, HI 96861-4028  
POC Lt Col Karen Dillard  
(808) 477-8149

**PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11 - OPTIONS**

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☐ Covered ☒ N/A

C. Federal employee Health Benefits

☐ Covered ☒ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

Benefits provided by NPX include: 401K, short and long term disability insurance, social security benefits, personal time off 160 hours, federal holidays, health/dental/vision insurance with employee contribution, supplemental insurance available

32. Other Benefits (indicate any other employee benefits to be made part of this agreement)

26. (cont) He will receive a Common Access Card (CAC) indicating his status as an IPA and will be entered into all security data bases as if he were a federal employee or in such a way as to ensure access to data bases & programs relevant to the performance of his duties.

**PART 12 - TRAVEL AND TRANSPORTATION**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

HQ USPACOM is required to pay travel and transportation expenses associated with the duties and assignments made by the Federal Government for travel away from the primary duty station and for official local travel. Payments will be made in accordance with the Federal Travel Regulations. Employee is authorized full base logistical support, government facilities and conveyances, and government rate structure for travel and lodging. No moving expenses will be authorized for this position. All costs for this assignment will be paid for by HQ USPACOM. No relocation expenses will be paid by HQ USPACOM. Since there are no moving expenses associated with this assignment, there will be no moving costs repayment agreement for non-completion of the assignment.



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**PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES****34. Check Appropriate Boxes.**

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

**PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE**

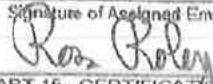
In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

**35. Location of Assignment (Name of Organization)**

HQ U.S. Pacific Command, Joint Innovation and Experimentation Division (J81)

**36. Date (Month, Day, Year)**

From	To
12/01/2012	11/30/2014

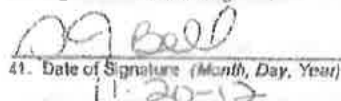
**37. Signature of Assigned Employee**

**38. Date of Signature (Month, Day, Year)**

11/16/2012

**PART 15 - CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, I certify that,

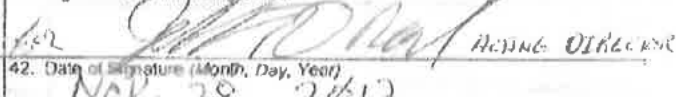
- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered in to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

**State or Local Government Agency****39. Signature of Authorizing Officer**

**41. Date of Signature (Month, Day, Year)**

11-20-12

**43. Typed Name and Title**

Sharon Bell  
Managing Director, National Professional Exchange

**Federal Agency****40. Signature of Authorizing Officer**

**42. Date of Signature (Month, Day, Year)**

NOV, 28, 2012

**44. Typed Name and Title**

Dr. George Ka'iliwai III, USPACOM Director, Resources & Assessment

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

**PLAINTIFF'S EXHIBIT 4**

OF 69 # (REV. 2-89)  
U.S. Office of Personnel Management  
FPM Chapter 334

**Assignment Agreement**  
Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

**INSTRUCTIONS**

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Personnel Mobility Program  
Staffing Operations Division/CEG  
1900 E street, NW  
Washington, D.C. 20415

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addresses to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program is the U.S. Office of Personnel Management.

Copies of the completed and signed agreement should be retained by each signatory.

**PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT**

1. Check Appropriate Box ☐ New Agreement ☐ Modification ☒ Extension

**PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle)  
Roley, Ross E. 3. Social Security Number  
[REDACTED] 1832
4. Home Address (Street, City, State, Zip Code)  
98-708 Nohoaupuni Place  
Aiea, HI 96701
- 5.- A. Have you ever been on a mobility assignment?  
☐ YES ☒ NO
- 5.- B. If "YES", date of each assignment (Month and Year)  
From To

**PART 3 - PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)  
U.S. Pacific Command J8, Resources and Assessment Directorate
7. State or Local Government (Identify the governmental agency)  
National Professional Exchange, DUNS#78509094  
Cage Code: 4JQ40, EIN # [REDACTED] 6671
8. Is assignment being made through a faculty fellows program?  
If "YES", give name of the program. ☐ YES ☒ NO

**PART 4 - POSITION DATA****A - Position Currently Held**

9. Employment Office Name and Address (Street, City, State and ZIP Code)  
National Professional Exchange, Inc. (NPX)  
25926 Chaffee CT.,  
Mechanicsville, MD 20659
10. Employee's Position Title  
PACOM Energy Office Lead
11. Office Telephone Number (Include the Area Code)  
(301) 373-2488
12. Immediate Supervisor (Name and Title)  
Sharon Bell, (301) 904-1229  
Managing Director, NPX

**B - Type of Current Appointment**

13. Federal Employees (Check appropriate box.)
- |   |             |                               |                              |  |
|---|-------------|-------------------------------|------------------------------|--|
| <input type="checkbox"/> Career Competitive | Grade Level | 14. State and Local Employees | State or Local Annual Salary | Original Date Employed by the State or Local Government (Month, Day, Year) |
| <input type="checkbox"/> Other (Specify):   |             |                               | \$178,204.00                 | 12/01/2011   |

**C - Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Street, City, State and ZIP Code)  
Joint Innovation and Experimentation Division (J81)  
HQ, U.S. Pacific Command  
PO Box 64028, Cam H.M. Smith, HI, 96861-4028
16. Assignee's Position Title  
PACOM Energy Office Lead
17. Office Telephone Number (Include the Area Code)  
(808) 477-7860
18. Immediate supervisor (Name and Title)  
Mr. Matt Goda  
Chief, PACOM Joint Innovation and Experimentation Division

Previous edition is usable

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**PART 5 - TYPE OF ASSIGNMENT**

## 19. Check Appropriate Boxes

- ☐ On detail from a Federal agency  
☐ On leave c from a Federal agency  
☒ On detail to a Federal agency  
☐ On appointment in a Federal agency

- ☒ Full Time  
☐ Part Time  
☐ Intermittent

## 20. Period of Assignment (Month, Day, Year)

From	To
12/01/2014	11/30/2015

**PART 6 - REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Efforts at U.S. Pacific Command are underway to experiment with and implement transformational energy programs and technologies across the Pacific. Given his 38 years of DoD experience including the last 6 years in the innovative and experimental energy field, Mr. Roley is uniquely qualified to fill this role. This action directly supports, at lowest possible cost, senior leadership's direction to enhance energy security. PACOM is in the process of executing numerous major energy efforts valued in the hundreds of millions of dollars and is in need of government oversight for these projects. Mr. Roley will fill this need until full-time civil service positions can be established and filled. National Professional Exchange (NPX) operates through a knowledge network among its employees. This network provides additional value to the client and to our IPA by allowing them immediate access to significant expertise resident in the total resources of NPX. From time to time, Ross Roley will make himself available for advice and counsel, to speak with other employees, and/or to participate in an event, conference, or training session. These duties will be of short duration and will not be allowed to disrupt normal duties in support of the client. Travel, if required, for events under this portion of the agreement will be paid by NPX. Under no circumstances will the discussion of any client proprietary data be requested or expected.

**PART 7 - POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment.

- Lead the USPACOM Energy Office, Resources & Assessment Directorate, Innovation & Experimentation Division (J81)
- Provide the overall policy, management, and direction necessary for a balanced program of strategy development, technology R&D, and experimentation that will lead to energy reduction and an energy security transformation
- Oversee programs and personnel of the PACOM Energy Office. Prioritize tasks, track progress and report progress
- Oversee and convene joint and interagency working groups and workshops
- Provide authoritative advice to the Commander, U.S. Pacific Command and the Director, Resources and Assessment Directorate (J8) on energy policies, technologies, economic assessments, and experimentation programs.
- Ensure coordination of command priorities, objectives, and programs with national vision, policies, and legislation
- Execute the Smart Power Infrastructure Demonstration for Energy Reliability and Security (SPIDERS) JCTD, Transformative Reductions in Operational Energy Consumption (TROPEC) program, and Cyber Defense of Industrial Control Systems campaign of experiments, in addition to overseeing projects such as the Joint Deployable Waste-to-Energy initiative, and the Joint Deployment Energy Planning and Logistics Optimization Initiative (J-DEPLOI)
- Look for additional opportunities and initiatives to impact the command's energy posture in a positive way
- Top Secret SCI clearance is required

**PART 8 - EMPLOYEE BENEFITS**

## 23. Rate of Basic Pay During Assignment

\$178,204 per annum

## 24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

Annual pay increase equal to civil service and bonus up to 4%

## 25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

24. (cont) Pay increases will be payable in June of each year. Financials in section 28 do not include bonus.

25. Employee will continue with benefits established by NPX of 160 hours of personal time off per year and will follow the government organization's procedure for requesting leave. The employer will track leave. Billable hours per fiscal year are 1840.

**PART 9 - FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

PACOM J81 will be responsible for funding Mr. Roley's salary and related costs from RDT&E funds allocated to J81, subject to availability, with prior concurrence from J02 & J84. This Agreement is subject to immediate termination by USPACOM due to funding limitations without fiscal penalties or obligation.

Estimated Costs:	FY15	FY16	FY17	
Labor	\$152,327	\$189,003	\$31,806	
Benefits	\$59,510	\$74,623	\$13,571	Grand
Admin	\$18,279	\$22,680	\$3,817	Total
Total	\$230,116	\$286,306	\$49,194	\$565,616

continuation of comments in block 32.

27. State or Local Government agency Obligations

Certified Organization: National Professional Exchange (NPX)  
Fiscal Obligations: None. NPX is a non-profit organization with limited financial resources supporting the technology base of the Department of Defense through the cooperation of industry and government. NPX will continue to administer the payment of Mr. Roley's salary and will continue to withhold contributions to taxes and benefits and bill the government for such costs.

Quarterly invoices will be submitted to:

HQ USPACOM, J81  
Box 64028  
Camp H.M. Smith, HI 96861-4028  
POC Gina Galdiano  
(808) 477-5410

**PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11 - OPTIONS**

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☐ Covered ☒ N/A

C. Federal employee Health Benefits

☐ Covered ☒ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

Benefits provided by NPX include: 401K, short and long term disability insurance, social security benefits, personal time off 160 hours, federal holidays, health/dental/vision insurance with employee contribution, supplemental insurance available

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

26. (cont) He will receive a Common Access Card (CAC) meeting his status as an USPACOM IPA and will be entered into the security data bases to ensure access to data and programs relevant to the performance of his duties.

**PART 12 - TRAVEL AND TRANSPORTATION**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

HQ USPACOM is required to pay travel and transportation expenses associated with the duties and assignments made by the Federal Government for travel away from the primary duty station and for official local travel. Payments will be made in accordance with the Federal Travel Regulations. Employee is authorized full base logistical support, government facilities and conveyances, and government rate structure for travel and lodging. No moving expenses will be authorized for this position. All costs for this assignment will be paid for by HQ USPACOM. No relocation expenses will be paid by HQ USPACOM. Since there are no moving expenses associated with this assignment, there will be no moving costs repayment agreement for non-completion of the assignment.



**PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

34. Check Appropriate Boxes.

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

**PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

HQ U.S. Pacific Command, Joint Innovation and Experimentation Division (J81)

36. Date (Month, Day, Year)

From	To
12/01/2014	11/30/2015

37. Signature of Assigned Employee



38. Date of Signature (Month, Day, Year)

11/26/2014

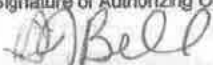
**PART 15 - CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered in to to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

State or Local Government Agency

39. Signature of Authorizing Officer



41. Date of Signature (Month, Day, Year)

11/26/14

43. Typed Name and Title

Sharon Bell  
Managing Director, National Professional Exchange

Federal Agency

40. Signature of Authorizing Officer



42. Date of Signature (Month, Day, Year)

NOVEMBER 26, 2014

44. Typed Name and Title

Dr. George Ka'i Iwai III, USPACOM Director, Resources &amp; Assessment

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to prove any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

## PLAINTIFF'S EXHIBIT 5

OF 69 (REV. 2-89)

118 Rules of Personnel Management  
FPM Chapter 334

## Assignment Agreement

Pub. 10 of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

## INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management  
Personnel Mobility Program  
Staffing Operations Division/CEG  
1900 E. Street, NW  
Washington, D.C. 20415

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program in the U.S. Office of Personnel Management.

## PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☐

New Agreement

☐

Modification

☒

Extension

## PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Roley, Ross E.

3. Social Security Number

[REDACTED] 832

4. Home Address (Street, City, State, Zip Code)

98-708 Nohoapuni Place  
Aiea, HI 96701

5. A. Have you ever been on a mobility assignment?

☐

YES

☒

NO

5. B. If "YES", date of each assignment (Month and Year)

From

To

## PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

U.S. Pacific Command J8, Resources and Assessment  
Directorate

7. State or Local Government (Identify the governmental agency)

National Professional Exchange, DUNS#78509094  
Cage Code: 4JQ40, EIN # [REDACTED] 56718. Is assignment being made through a faculty fellows program?  
If "YES", give name of the program.☐

YES

☒

NO

## PART 4 - POSITION DATA

## A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

National Professional Exchange, Inc. (NPX)  
25926 Chaffee CT.,  
Mechanicville, MD 20659

10. Employee's Position Title

PACOM Energy Office Lead

11. Office Telephone Number  
(Include the Area Code)

(301) 373-2485

12. Immediate Supervisor (Name and Title)

Sharon Bell, (301) 904-1229  
Managing Director, NPX

## B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

☐

Career Competitive

☐

Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

\$179,986.00

Original Date Employed by the  
State or Local Government (Month,  
Day, Year)

12/01/2011

## C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

Joint Innovation and Experimentation Division (J81)  
HQ, U.S. Pacific Command  
PO Box 64028, Cam H.M. Smith, HI, 96861-4028

16. Assignee's Position Title

PACOM Energy Office Lead

17. Office Telephone Number  
(Include the Area Code)

(808) 477-7950

18. Immediate Supervisor (Name and Title)

Mr. Matt Gode  
Chief, PACOM Joint Innovation and Experimentation Division

Previous edition is usable

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**PART 5 - TYPE OF ASSIGNMENT**

19. Check Appropriate Boxes

- ☐ On detail from a Federal agency  
☐ On leave from a Federal agency  
☒ On detail to a Federal agency  
☐ On appointment in a Federal agency

- ☒ Full Time  
☐ Part Time  
☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From 12/01/2015 To 11/30/2016

**PART 6 - REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Efforts at U.S. Pacific Command are underway to experiment with and implement transformational energy programs and technologies across the Pacific. Given his 38 years of DoD experience including the last 6 years in the innovative and experimental energy field, Mr. Royle is uniquely qualified to fill this role. This action directly supports, at lowest possible cost, senior leadership's direction to enhance energy security. PACOM is in the process of executing numerous major energy efforts valued in the hundreds of millions of dollars and is in need of government oversight for these projects. Mr. Royle will fill this need until full-time civil service positions can be established and filled. National Professional Exchange (NPX) operates through a knowledge network among its employees. This network provides additional value to the client and to our IPA by allowing them immediate access to significant expertise resident in the total resources of NPX. From time to time, Ross Royle will make himself available for advice and counsel, to speak with other employees, and/or to participate in an event, conference, or training session. These duties will be of short duration and will not be allowed to disrupt normal duties in support of the client. Travel, if required, for events under this portion of the agreement will be paid by NPX. Under no circumstances will the disclosure of any client proprietary data be requested or expected.

**PART 7 - POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment.

- Lead the USPACOM Energy Office, Resources & Assessment Directorate, Innovation & Experimentation Division (J81)
- Provide the overall policy, management, and direction necessary for a balanced program of strategy development, technology R&D, and experimentation that will lead to energy reduction and an energy security transformation
- Oversee programs and personnel of the PACOM Energy Office. Prioritize tasks, track progress and report progress
- Oversee and convene joint and interagency working groups and workshops
- Provide authoritative advice to the Commander, U.S. Pacific Command and the Director, Resources and Assessment Directorate (J8) on energy policies, technologies, economic assessments, and experimentation programs.
- Ensure coordination of command priorities, objectives, and programs with national vision, policies, and legislation
- Execute the Smart Power Infrastructure Demonstration for Energy Reliability and Security (SPIDERS) JCTD, Transformative Reductions in Operational Energy Consumption (TROPEC) program, and Cyber Defense of Industrial Control Systems campaign of experiments, in addition to overseeing projects such as the Joint Deployable Waste-to-Energy initiative, and the Joint Deployment Energy Planning and Logistics Optimization Initiative (J-DEPLOI)
- Look for additional opportunities and initiatives to impact the command's energy posture in a positive way
- Top Secret SCI clearance is required

**PART 8 - EMPLOYEE BENEFITS**

23. Rate of Basic Pay During Assignment

\$5179,986.00 per annum

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

Annual pay increase equal to civil service and bonus up to 4%

25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

24. (cont) Pay increases will be payable in June of each year. Financials in section 26 do not include bonus.

25. Employee will continue with benefits established by NPX of 160 hours of personal time off per year and will follow the government organization's procedure for requesting leave. The employer will track leave. Billable hours per fiscal year are 1840. Employer will track billable hours year-to-date (YTD) and report to PACOM J81 on monthly invoices.



**PART 9 - FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

29. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

PACOM J81 will be responsible for funding Mr. Roley's salary and related costs from RDT&E funds allocated to J81, subject to availability, with prior concurrence from J02 & J84. This Agreement is subject to immediate termination by USPACOM due to funding limitations without fiscal penalties or obligation.

Estimated Costs: FY16		FY17	
Labor	\$151,788	\$30,898	
Benefits	\$59,343	\$13,893	Grand
Admin	\$21,251	\$4,326	Total
Total	\$232,382	\$49,117	\$281,499

continuation of comments in block 32.

30. State or Local Government agency Obligations

Certified Organization: National Professional Exchange (NPX)

Fiscal Obligations: None. NPX is a non-profit organization with limited financial resources supporting the technology base of the Department of Defense through the cooperation of industry and government. NPX will continue to administer the payment of Mr. Roley's salary and will continue to withhold contributions to taxes and benefits and bill the government for such costs. NPX is responsible for accurate and timely invoicing and will notify PACOM J81 when billable hours reach 80% of 1840.

Monthly invoices will be submitted to:

HQ USPACOM, J81  
Box 84028  
Camp H.M. Smith, HI 96861-4028  
POC Gina Galdiano  
(808) 477-5410

**PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11 - OPTIONS**

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☐ Covered ☒ N/A

C. Federal employee Health Benefits

☐ Covered ☒ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

Benefits provided by NPX include: 401K, short and long term disability insurance, social security benefits, personal time off 160 hours, federal holidays, health/dental/vision insurance with employee contribution, supplemental insurance available

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

26. (cont) He will receive a Common Access Card (CAC) meeting his status as an USPACOM IPA and will be entered into the security data bases to ensure access to data and programs relevant to the performance of his duties.

27. Hours billed in excess of 80 per pay period require USPACOM approval and may be denied at the discretion of USPACOM.

28. The FY16 billable hourly rate is \$126.29 and FY17 billable hourly rate is \$136.43. Employee may also be eligible for a bonus up to 4%

**PART 12 - TRAVEL AND TRANSPORTATION**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

HQ USPACOM is required to pay travel and transportation expenses associated with the duties and assignments made by the Federal Government for travel away from the primary duty station and for official local travel. Payments will be made in accordance with the Federal Travel Regulations. Employee is authorized full base logistical support, government facilities and conveyances, and government rate structure for travel and lodging. No moving expenses will be authorized for this position. All costs for this assignment will be paid for by HQ USPACOM. No relocation expenses will be paid by HQ USPACOM. Since there are no moving expenses associated with this assignment, there will be no moving costs repayment agreement for non-completion of the assignment.

**PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES****34. Check Appropriate Boxes**

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ D. I have been informed of applicable provisions should my assignment with my government employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

**PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

**35. Location of Assignment (Name of Organization)**

HQ U.S. Pacific Command, Joint Innovation and Experimentation Division (J81)

**36. Date (Month, Day, Year)**

From To  
12/01/2015 11/30/2016

**37. Signature of Assigned Employee****38. Date of Signature (Month, Day, Year)****PART 15 - CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- the assignment is being entered in to to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

**State or Local Government Agency****39. Signature of Authorizing Officer****41. Date of Signature (Month, Day, Year)****43. Typed Name and Title**

Sharon Bell  
Managing Director, National Professional Exchange

**Federal Agency****40. Signature of Authorizing Officer****42. Date of Signature (Month, Day, Year)****44. Typed Name and Title**

Dr. George Ka'i'iwai III, USPACOM Director, Resources & Assessment

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

**PLAINTIFF'S EXHIBIT 6**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

---

ROSS ROLEY	*	
	*	
Plaintiff,	*	Civil Action
	*	
v.	*	No. 18-cv-00152
	*	
NATIONAL PROFESSIONAL EXCHANGE, INC., et al.	*	
	*	
Defendants.	*	

---

**DEFENDANT NATIONAL PROFESSIONAL EXCHANGE INC.'S RESPONSES TO  
PLAINTIFF ROSS ROLEY'S REQUESTS FOR ADMISSION TO DEFENDANT  
NATIONAL PROFESSIONAL EXCHANGE, INC.**

**TO:** Ross Roley, Plaintiff

**FROM:** National Professional Exchange Inc.

REQUEST NO. 1: Admit that you are a corporation organized under the laws of the State of Nevada who maintains its principal place of business at 3155 E. Patrick Lane, Las Vegas, Nevada 89120.

RESPONSE NO. 1: Admitted.

REQUEST NO. 2: Admit that between 2011 and 2016 you were registered to conduct business within the State of Maryland.

RESPONSE NO. 2: Admitted.

REQUEST NO. 3: Admit that between 2011 and 2016 you conducted business each year within the State of Maryland.

RESPONSE NO. 3: Admitted.



REQUEST NO. 4: Admit that between 2011 and 2016 you were an “employer” within the meaning of Md. Code Labor & Empl. § 3-501(b).

RESPONSE NO. 4: Denied.

REQUEST NO. 5: Admit that from December 1, 2011, through November 30, 2016, you “employed” Plaintiff within the meaning of Md. Code Labor & Empl. § 3-101(c).

RESPONSE NO. 5: Denied.

REQUEST NO. 6: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), Form W-2 for the year 2011.

RESPONSE NO. 6: Admitted.

REQUEST NO. 7: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), Form W-2 for the year 2012.

RESPONSE NO. 7: Admitted.

REQUEST NO. 8: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), Form W-2 for the year 2013.

RESPONSE NO. 8: Admitted.

REQUEST NO. 9: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), Form W-2 for the year 2014.

RESPONSE NO. 9: Admitted.

REQUEST NO. 10: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), form W-2 for the year 2015.

RESPONSE NO. 10: Admitted.

REQUEST NO. 11: Admit that you issued to Plaintiff an Internal Revenue Service, (“IRS”), form W-2 for the year 2016.

RESPONSE NO. 11: Admitted.

REQUEST NO. 12: Admit that you paid payroll taxes for Plaintiff for the year 2011.

RESPONSE NO. 12: Admitted.

REQUEST NO. 13: Admit that you paid payroll taxes for Plaintiff for the year 2012.

RESPONSE NO. 13: Admitted.

REQUEST NO. 14: Admit that you paid payroll taxes for Plaintiff for the year 2013.

RESPONSE NO. 14: Admitted.

REQUEST NO. 15: Admit that you paid payroll taxes for Plaintiff for the year 2014.

RESPONSE NO. 15: Admitted.

REQUEST NO. 16: Admit that you paid payroll taxes for Plaintiff for the year 2015.

RESPONSE NO. 16: Admitted.

REQUEST NO. 17: Admit that you paid payroll taxes for Plaintiff for the year 2016.

RESPONSE NO. 17: Admitted.

REQUEST NO. 18: Admit that Sharon Bell is an employee at Defendant whose job title is Managing Director.

RESPONSE NO. 18: Defendant NPX admits that Sharon Bell was an employee at Defendant NPX whose job title was Managing Director.

REQUEST NO. 19: Admit that Sharon Bell supervised the office, department, operational unit, and/or person responsible at Defendant for the administration of compensation and payroll.

RESPONSE NO. 19: Admitted.

REQUEST NO. 20: Admit that Sharon Bell had the power to hire and fire employees at Defendant.

RESPONSE NO. 20: Admitted.

REQUEST NO. 21: Admit that under each of Plaintiff's Assignment Agreements, his position would, on occasion, require him to be present and perform work in the State of Maryland.

RESPONSE NO. 21: Denied.

REQUEST NO. 22: Admit that under the terms of each Assignment Agreement, Defendant provided benefits to Plaintiff.

RESPONSE NO. 22: Admitted.

REQUEST NO. 23: Admit that under the terms of each Assignment Agreement, Defendant provided 401k benefits to Plaintiff.

RESPONSE NO. 23: Admitted.

REQUEST NO. 24: Admit that under the terms of each Assignment Agreement, Defendant provided short and long term disability insurance to Plaintiff.

RESPONSE NO. 24: Admitted.

REQUEST NO. 25: Admit that under the terms of each Assignment Agreement, Defendant provided social security benefits to Plaintiff.

RESPONSE NO. 25: Admitted.

REQUEST NO. 26: Admit that under the terms of each Assignment Agreement, Defendant provided health, dental, and vision insurance benefits to Plaintiff.

RESPONSE NO. 26: Admitted.

REQUEST NO. 27: Admit that under the terms of each Assignment Agreement, Plaintiff was listed as "on detail to Federal agency" in "Part 5-Type of Assignment."

RESPONSE NO. 27: Admitted. The document speaks for itself.

REQUEST NO. 28: Admit that under the terms of each Assignment Agreement, Sharon Bell was listed as Plaintiff's "Immediate Supervisor" in "Part 5-Position Data."

RESPONSE NO. 28: Admitted. The document speaks for itself.

REQUEST NO. 29: Admit that under the terms of each Assignment Agreement, Defendant is listed as "State or Local Government" in "Part 3-Parties to the Agreement."

RESPONSE NO. 29: Defendant NPX admits that Part 3 lists NPX as a "State or Local Government," but Defendant NPX denies that it is a State or Local Government.

REQUEST NO. 30: Admit that under the terms of each Assignment Agreement, December 1, 2011, is the date listed as the "Original Date Employed by the State or Local Government" in "Part 4-Position Data."

RESPONSE NO. 30: Admitted. The document speaks for itself.

REQUEST NO. 31: Admit that you tracked Plaintiff's billable hours and use of leave.

RESPONSE NO. 31: Admitted.

REQUEST NO. 32: Admit that you were responsible for paying Plaintiff's wages under the terms of each Assignment Agreement.

RESPONSE NO. 32: Defendant NPX admits that it was responsible for paying Plaintiff's wages after being funded by USPACOM.

REQUEST NO. 33: Admit that you were responsible for reimbursing Plaintiff for travel expense incurred under the terms of each Assignment Agreement.

RESPONSE NO. 33: Defendant NPX admits that it was responsible for reimbursing Plaintiff for travel expenses after being funded by USPACOM.

REQUEST NO. 34: Admit that you failed to pay to Plaintiff wages that are due, owing, and payable in the amount of \$56,564.82.

RESPONSE NO. 34: Admitted.



REQUEST NO. 35: Admit that you failed to reimburse Plaintiff for his travel expenses incurred that are due, owing, and payable in the amount of \$13,349.31

RESPONSE NO. 35: Admitted.


By: 

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Federal Trial Bar No.: 20526  
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*Attorneys for National Professional  
Exchange, Inc. and Sharon Bell*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY THAT on this August 23, 2019, a copy of the foregoing Responses to Plaintiff Roley's Request for Admission to Defendant National Professional Exchange, Inc. was mailed via first-class mail, postage prepaid to:

Brian J. Markovitz (Bar No. 15859)  
Matthew E. Kreiser (Bar No. 14923)  
Joseph, Greenwald & Laake, P.A.  
6404 Ivy Lane, Suite 400  
Greenbelt, MD 20770-1417  
(240) 553-1207 – Phone  
(240) 553-1747 – Fax  
bmarkovitz@jgllaw.com  
mkreiser@jgllaw.com  
*Attorneys for Plaintiff*

  
\_\_\_\_\_  
Attorney for Defendants



## Wage Claim Form



### Instructions for Completing the Wage Claim Form

(Please retain the Instructions and a copy of your Wage Claim Form for your records)

### READ CAREFULLY

#### **WHO SHOULD FILE A WAGE CLAIM?**

An employee who has worked in Maryland and believes an employer has unlawfully withheld the employee's wages, including any bonus, commission, fringe benefits, overtime wages, or any other payment promised for service, may file a claim for unpaid wages on the attached Wage Claim Form.

Typically, there is a three (3) year statute of limitations under the Maryland Wage & Hour Law (MWHL) and/or the Maryland Wage Payment & Collection Law (MWCPL) for filing a lawsuit for unpaid wages in a court. (Note that federal wage laws may have different statutes of limitations for filing claims.) For the Maryland Department of Labor, Division of Labor and Industry, Employment Standards Service (ESS) to have sufficient time to investigate a claim for unpaid wages, ESS should receive an employee's Wage Claim Form, along with any supporting documents, as soon as possible but in no event later than two (2) years from the date the wages became due.

Alternatively, instead of filing a wage claim with ESS, an employee may choose to bring a lawsuit against an employer for unpaid wages under the MWHL and/or the MWPCL with or without the assistance of a private attorney in a Maryland court. Please note that ESS, the Commissioner of the Division of Labor and Industry (Commissioner), and the Office of the Attorney General will not participate in any such action.

#### **BEFORE FILING A WAGE CLAIM WITH ESS**

Before filing your wage claim with ESS, you must first have asked the employer for your wages and been denied. To maximize your chances of recovery, you should send a written demand to the employer for payment of any wages claimed. You should keep a copy of any written demand and obtain proof of receipt by the employer, e.g., a certified mail receipt, an email receipt, an employer's written response, etc.

#### **TO FILE YOUR WAGE CLAIM WITH ESS**

- You must fill out and return the Wage Claim Form legibly and completely, and must sign the form under oath.
- You must provide all known names (including corporate and trade names), addresses, phone numbers, and email addresses for your employer.
- You also should attach to the Wage Claim Form the following documents that support your claim, if available: An employment contract and/or wage agreement, time sheets and/or a list of dates and hours worked, commission statements or other proof that commissions were earned, paystubs, employee handbooks, manuals or policy statements, business cards, and correspondence with an employer.
- You must fill out, sign, and return the Wage Claim Authorization.

*Note: In order to file a claim, you are NOT required to keep your own time records or have the documents above. These documents are being requested if you have them because they will help ESS better understand your claim and improve your chances of recovery.*

**WHAT TO EXPECT AFTER FILING YOUR CLAIM**

After you file your wage claim with ESS, ESS will investigate your claim. ESS will assign an investigator to your claim who will contact your employer for information, and, if ESS needs additional information from you, the investigator also will contact you. If you get additional related documents, please mail or fax the documents directly to the investigator assigned to your claim. Once ESS completes its investigation, you and your employer will be notified in writing if the Commissioner will take action on the claim.

**HOW THE COMMISSIONER CAN RESOLVE A WAGE CLAIM**

Following an investigation of your claim, the Commissioner will determine whether the MWHL and/or the MWPCPL have been violated. The Commissioner may try to resolve your claim in one of three ways:

- 1) Informally through mediation;
- 2) for claims under \$3,000, by issuing an administrative order directing your employer to pay the unpaid wages the Commissioner has determined are due to you; or
- 3) by asking the Office of the Attorney General (OAG) to bring a lawsuit for unpaid wages on behalf of the Commissioner to your use and benefit against your employer in a Maryland court.

**Please note:** (1) the OAG is not required to file a lawsuit and may decline to accept the case; (2) acceptance of a wage claim by ESS, the Commissioner, and/or the OAG does not guarantee collection of unpaid wages; and (3) under the MWCPL, an employee may not knowingly make to a governmental unit or official a false statement with regard to any investigation or proceeding under the MWPCPL with the intent that the government unit or official consider or otherwise act in connection with the statement. An employee who does so may be charged with a misdemeanor and, on conviction, is subject to a fine not exceeding \$500. In addition, if an employee provides false or inaccurate information or fails to cooperate, the Commissioner may decline to take any action or may cease taking action.

Please mail your completed and signed Wage Claim Form, Wage Claim Authorization, and any supporting documents to:

EMPLOYMENT STANDARDS SERVICE  
1100 N. EUTAW STREET, ROOM 607  
BALTIMORE, MARYLAND 21201



# Wage Claim Form

(A copy of this form and supporting documents will be sent to your employer for a response.)



For Office Use Only: Reference \_\_\_\_\_ Claim # \_\_\_\_\_

## SECTION A. Personal Information

Name: \_\_\_\_\_  
First Middle Last

SSN or ITIN, if available: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Daytime Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

*\*If you change your address, email address, or telephone number after submitting this form, notify Employment Standards Service (ESS) immediately in writing. If ESS cannot contact you, your claim will be dismissed.*

Driver's License #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: ☐ M ☐ F Other: \_\_\_\_\_

\*Race (choose all that apply): ☐ American Indian or Alaska Native ☐ Asian ☐ Black/African American  
☐ Hispanic or Latino ☐ Native Hawaiian or Other Pacific Islander ☐ White  
*\*This information is collected for statistical purposes only.*

## SECTION B. Employment Information

*\*Please list all known names (including corporate and trade names) addresses and telephone numbers.*

Employer Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Employer's Trade Name (if any): \_\_\_\_\_

Employer's Address: \_\_\_\_\_  
Street City State Zip Code

Owner's Name, if known: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Address, if known: \_\_\_\_\_  
Street City State Zip Code

Supervisor's Name, if known: \_\_\_\_\_ Phone: \_\_\_\_\_

Supervisor's Address, if known: \_\_\_\_\_  
Street City State Zip Code

Supervisor's and Owner's License Plate or other identifying information, if known:

Type of Business:  Job Position/Title:   
 (Example: retail, restaurant, construction, etc.) (Example: office worker, carpenter, etc.)

First date of work:  Last date of work:  Number of days worked each week:

Number of hours worked each day:  Next scheduled payday is:

Rate of pay: \$  per: ☐ Day ☐ Hour ☐ Week ☐ Month ☐ Year ☐ Commission

Frequency of pay: ☐ Daily ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly

I was: ☐ Fired ☐ Laid-Off ☐ Quit ☐ Other ☐ I am still working there  number of days per week.

**SECTION C. Eligibility**

Unknown	Yes	No	Questions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Are you or have you been represented by a private attorney in this matter? <i>If yes, provide the following: Attorney Name:</i> <input type="text"/> <i>Attorney Address and Phone:</i> <input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Have you filed a claim for these unpaid wages elsewhere against your employer/former employer?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Was the work for which you are claiming wages performed in Maryland? <i>If yes, what is the precise address where the work was performed?</i> <input type="text"/> <i>If no, in what state(s) was the work performed?</i> <input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Are you a federal, state, or local government employee? <i>Maryland's Labor &amp; Employment laws do not cover government employees. Contact the U.S. Dept. of Labor at 1-866-4US-WAGE for assistance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Was your work performed as a union member? <i>Union members must exhaust all union remedies before filing a claim with ESS. Attach documentation showing all union remedies have been exhausted without success.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Is your employer/former employer still in business?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Has your employer/former employer filed for bankruptcy?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Are you a shareholder, officer or director of the company that employed you?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Do you have any property belonging to your employer? <i>If yes, identify the property you still have:</i> <input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Did your employer/former employer deduct FICA and federal and state taxes from your paycheck?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Did you receive a paystub from your employer/former employer? <i>If yes, attach copies of your paystubs for the last 30 days.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Do you have any written agreement(s) with the employer/former employer? <i>If yes, attach any agreements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Have you signed any document allowing your employer/former employer to deduct money from your pay? <i>If yes, attach a copy of any documents.</i>

**SECTION D. TYPE OF WAGES OWED**

What Type of Wages Are You Claiming?	Check all that apply	Instruction
Hourly Wages	<input type="checkbox"/>	Fill out Section E
Salary	<input type="checkbox"/>	Fill out Section E
Minimum Wage	<input type="checkbox"/>	Fill out Section E
Overtime	<input type="checkbox"/>	Fill out Section E
Commission	<input type="checkbox"/>	Fill out Section F
Bonus	<input type="checkbox"/>	Fill out Section F
Piece Rate or Flat Rate	<input type="checkbox"/>	Fill out Section F
Unauthorized Deduction	<input type="checkbox"/>	Fill out Section G
Vacation	<input type="checkbox"/>	Fill out Section H
Sick Leave	<input type="checkbox"/>	Fill out Section H
Paid Time Off (PTO)	<input type="checkbox"/>	Fill out Section H
Holiday	<input type="checkbox"/>	Fill out Section H
Personal Leave	<input type="checkbox"/>	Fill out Section H
Mileage	<input type="checkbox"/>	Fill out Section I
Business Expenses	<input type="checkbox"/>	Fill out Section J
Other	<input type="checkbox"/>	Attach written description

**SECTION E: LIST ALL DATES AND HOURS (MONTH/DAY/YEAR) WORKED FOR WHICH YOU WERE NOT PAID.**

		Mon. (Mo./Day/Y ear)	Tues	Wed	Thurs	Fri	Sat	Sun	Total Hours Worked	Total Wages Earned but Not Paid
<b>Week 1</b>	<b>Date:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	<b>Hours:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
<b>Week 2</b>	<b>Date:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	<b>Hours:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
<b>Week 3</b>	<b>Date:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	<b>Hours:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
<b>Week 4</b>	<b>Date:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	<b>Hours:</b>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>

Use additional paper if needed.

**SECTION E SUBTOTAL:**\$

**SECTION F: COMMISSION, BONUS, PIECE RATE, OR FLAT RATE**

Complete this section if you claim unpaid commissions, bonuses, piece rates, or flat rates. Attach any evidence, including commission, bonus, piece rate, or flat rate agreements, or explain in detail how these wages were earned.

<b>COMMISSION: Sales earned and not paid</b>	<b>Date commission was earned</b>	<b>"Gross" commission amount owed</b>
		\$
<b>BONUS earned and not paid</b>	<b>Date bonus was earned</b>	<b>"Gross" bonus amount owed</b>
		\$
<b>PIECE RATE or FLAT RATE: Work completed for which you were not paid</b>	<b>Date work completed</b>	<b>"Gross" amount owed</b>
		\$

**SECTION F SUBTOTAL:**

\$

**SECTION G: UNAUTHORIZED DEDUCTIONS**

Complete this section if you claim your employer deducted money from your wages that you did not authorize. List each deduction and attach copies of your paystubs reflecting the deduction if possible. Use additional paper if needed.

<b>Unauthorized Deductions – Describe</b>	<b>Dates Deducted</b>	<b>Amount Deducted</b>
		\$

**SECTION G SUBTOTAL:**

\$

**SECTION H: FRINGE BENEFITS**

Complete this section if you claim you are owed wages for unused vacation, sick leave, paid time off (PTO), holiday leave, or personal leave hours. If possible, attach a copy of your paystub or other document showing the accrued but unused hours.

<b>Benefits</b>	<b>Accrued Unused hours</b>	<b>Amount due (hours x wage rate)</b>
Vacation		\$
Sick leave		\$
Paid time off (PTO)		\$
Holiday leave		\$
Personal leave		\$

**SECTION H SUBTOTAL:**

\$



**SECTION I: MILEAGE REIMBURSEMENT**

Complete this section if you claim you are owed mileage reimbursement. Use additional paper if needed.

Mileage reimbursement rate: \$ \_\_\_\_\_ per mile. Normal roundtrip commute is \_\_\_\_\_ miles.

			Mon.	Tue.	Wed.	Thrs.	Fri.	Sat.	Sun.	Weekly Total Miles	Amount Due
Week 1	Date:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	Miles:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
Week 2	Date:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	Miles:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
Week 3	Date:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	Miles:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
Week 4	Date:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
	Miles:	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	\$ <input type="text"/>
Total Mileage Reimbursement Claimed											\$ <input type="text"/>

SECTION I SUBTOTAL:

\$ **SECTION J: BUSINESS EXPENSES**

Complete this section if you claim you are owed for business expenses, other than mileage reimbursement. Identify each business expense you are claiming and attach receipts. Use additional paper if needed.

Business Expense Description	Amount Due
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>

SECTION J SUBTOTAL:

\$ **SECTION K. LIST BELOW THE SUBTOTALS CLAIMED FOR SECTIONS E THROUGH J:**

	Amount
Section E Subtotal:	\$ <input type="text"/>
Section F Subtotal:	\$ <input type="text"/>
Section G Subtotal:	\$ <input type="text"/>
Section H Subtotal:	\$ <input type="text"/>
Section I Subtotal:	\$ <input type="text"/>
Section J Subtotal:	\$ <input type="text"/>
Other:	\$ <input type="text"/>
<b>TOTAL WAGE CLAIM:</b>	\$ <input type="text"/>

**PLEASE READ AND SIGN THE CERTIFICATION AT THE BOTTOM** (This page and the Wage Claim Authorization following this page must be signed)

**I. ADDITIONAL INFORMATION:** If you have any additional information about your claim, provide it below. Use *additional paper if needed*.

**I HEREBY CERTIFY, UNDER THE PENALTIES OF PERJURY, THAT ALL OF THE STATEMENTS I HAVE MADE ON THIS WAGE CLAIM FORM ARE TRUE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Original signature required, no photocopied signature accepted)

### **WAGE CLAIM AUTHORIZATION**

I understand that once my claim is investigated, the Commissioner will determine whether there has been an apparent violation of the Maryland Wage and Hour Law (MWHL) and/or the Maryland Wage Payment and Collection Law (MWPCCL) by my employer/former employer (employer). If the Commissioner determines the MWHL and/or the MWPCCL have been violated, I consent to the Commissioner resolving my wage claim:

- 1) Informally through mediation;
- 2) if my claim is less than \$3,000, by issuing an administrative order directing my employer to pay my unpaid wages under the MWPCCL; or
- 3) by asking the Office of the Attorney General (OAG) to file a lawsuit on behalf of the Commissioner to my use and benefit in a Maryland court of proper jurisdiction under the MWPCCL. I understand the OAG is not required to file a lawsuit and may decline to accept the case. I also understand that acceptance of my claim by ESS, the Commissioner, and the OAG does not guarantee collection of my unpaid wages.

I understand that any order issued by the Commissioner or any lawsuit filed by the OAG on behalf of the Commissioner to my use and benefit is limited to collection of my unpaid wages under the MWHL and/or the MWPCCL. I also understand that if my employer files an action against me in any court or other forum, neither the Commissioner nor the OAG will represent me and I will have to retain a private lawyer or represent myself.

I understand I have the right to file a lawsuit against my employer for unpaid wages under the MWHL and/or the MWPCCL (with or without the assistance of a private lawyer) in a Maryland court without first filing a wage claim with ESS. I understand that if, after I file my wage claim with ESS, I retain a private lawyer to assist me with my wage claim then ESS, the Commissioner, and/or the OAG will stop all actions on my behalf and close my case.

### **Cooperation with ESS, Commissioner, and OAG**

I agree to cooperate with ESS, the Commissioner, and the OAG in their investigation of my wage claim and during all phases of any order issued by the Commissioner or any lawsuit filed by the OAG. Therefore, I agree to promptly return phone calls, respond to letters or emails, and, if required, to participate in any settlement conference, mediation, hearing, and/or trial related to my wage claim. I also agree to notify ESS, the Commissioner, and/or the OAG immediately if my address, email, or telephone number changes, if I receive payment in connection with my wage claim, and/or if I retain a private lawyer.

If I do not cooperate fully with ESS, the Commissioner, and/or the OAG, I hereby authorize ESS, the Commissioner and/or the OAG to take whatever action they consider appropriate, which may include stopping an investigation and closing my claim, dismissing an order, or withdrawing from and/or dismissing a lawsuit. If the Commissioner and the OAG withdraw from a lawsuit, I agree that they will not be liable for any added costs associated with pursuing the lawsuit. In the event a lawsuit filed on my behalf is dismissed, I understand I may not be able to file a new lawsuit in my own name (with or without the assistance of a private lawyer) if the statute of limitations has run on my claim or if the court's dismissal of the case is with prejudice (dismissed "with prejudice" means that you cannot refile the case but you may be able to appeal the dismissal).

**Settlement of Wage Claim**

I agree that ESS, the Commissioner, and/or the OAG may settle my wage claim for the amount claimed on my Wage Claim Form, the amount determined to be due and owing to me in any order issued by the Commissioner, or the amount claimed due to me in any lawsuit filed on my behalf, without prior notice to me or my prior approval. I understand any settlement of my claim may not include additional damages a court may award at its discretion under the MWPCL. I understand I will be notified of any proposed settlement that would be a compromise of the amount of my claim. I agree that if I do not approve a settlement that would be a compromise of my claim that is recommended by ESS, the Commissioner, and/or the OAG, then that ESS, the Commissioner, or the OAG may close and/or withdraw from the case (subject to the applicable Rules of Court if a lawsuit has been filed). I understand and agree that any determination of whether or not to appeal an unfavorable decision by the Office of Administrative Hearings or any Maryland court regarding my wage claim is solely within the Commissioner's and/or the OAG's discretion.

**Collection of Checks or Money Orders for Wage Claim**

I hereby authorize ESS, the Commissioner, or the OAG to receive, endorse my name on, and deposit into the Commissioner's account, or other appropriate account, any checks or money orders made out to me as payment on my wage claim. I understand that, once cleared, I will then be issued a check from the state of Maryland representing the amount deposited. I understand, however, that the amount may be reduced by any outstanding state debt that I owe, such as past due child support or state income taxes, etc. I also understand that I should contact a tax advisor about reporting any monies I receive to the appropriate taxing authorities. I understand that I am not responsible for the payment of any expenses incurred by the Commissioner in pursuing an action filed on my behalf to collect my wages, unless the expenses were: (a) approved by me in advance, or (b) mandated by statute or rule of court. If the Commissioner and OAG withdraw from my case, I understand I will be responsible for any added costs associated with pursuing the lawsuit. I also understand that any judgment entered in my favor by a court may be referred to the Maryland Department of Budget and Management's Central Collection Unit for collection.

Name of Wage Claimant (Print Legibly)

\_\_\_\_\_  
Signature of Wage Claimant

Date

Address

City

State

Zip Code

Telephone Number(s)

Email Address(es)